

Agreement
Between the
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
and
THE RHODE ISLAND QUALITY INSTITUTE

Name of Contractor:	The Rhode Island Quality Institute
Title of Agreement:	<u>Medicaid HITECH IAPD</u>
Basis for Contract:	<u>N/A</u>
Contract Award:	\$1,348,500.00
Performance Period:	4/1/2018 – 6/30/2019

A G R E E M E N T

This agreement, hereinafter "Agreement", including attached ADDENDA, is hereby entered into as of the 1st day of April 2018 by and between the State of Rhode Island acting by and through the Executive Office of Health and Human Services (hereinafter referred to as "the Executive Office"), and Rhode Island Quality Institute (hereinafter referred to as "the Contractor").

WHEREAS, the Executive Office desires to engage the Contractor to offer services and activities further described, but not limited to the work described in this Agreement, including any Exhibit(s) or Addenda, that are attached hereto and are hereby incorporated by reference into this Agreement.

WHEREAS, Chapter 5-37.7 of the General Laws of Rhode Island, also known as and may be cited as the "Rhode Island Health Information Act" in section R.I. Gen. Laws §5-37.7-3(u) defines the "Regional Health Information Organization" or "RHIO" to mean the organization designated as the RHIO by the state to provide administrative and operational support to the HIE.

WHEREAS the Contractor is willing and qualified to provide services, the parties hereto do mutually agree as follows:

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

The State's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing apply as the governing terms and conditions of this Agreement, which can be obtained at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>. In addition, the provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Agreement. See also **PAR. 35. - GOVERNING LAW** for further governing law issues. All **ADDENDA** referenced herein and attached hereto are made a part of and are inclusive in this Agreement.

PAR. 2. PERFORMANCE

The Contractor shall perform all obligations, duties and the required scope of work for the period of time listed in this Agreement, Exhibit(s) and/or Addenda that are attached hereto and are incorporated by reference herein, in a satisfactory manner to be determined at the sole and absolute discretion of the Executive Office, and in accordance with requirements of this Agreement. The Contractor shall perform in accordance with applicable State statutory and policy requirements as well as Federal statutory and policy requirements (as defined in 2 CFR §200.300). More specifically, and in accordance with performance requirements included in the **ADDENDUM I - SCOPE OF WORK, ADDENDUM II BUDGET, ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE** may, if applicable, include performance measurement(s) 2 CFR §200.301, monitoring and reporting program performance 2 CFR §200.328, and performance must be in accordance with requirements for pass-through entities 2 CFR §200.331. The Executive Office shall have the right at any time, to review the work being performed; and to that end, the

Executive Office shall be given reasonable access to all activities related to this Agreement, to the extent possible, with reasonable notice to Contractor and during mutually agreeable times during mutually agreeable times during normal business hours.

If applicable, in accordance with 2 CFR §200.331 (d) the Executive Office will: Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

- (1) Reviewing financial and performance reports required by the pass-through entity.
- (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR §200.521 Management decision.

The Executive Office may request at any time additional reasonable monitoring, reporting, site visits, and audits in accordance with 2 CFR §200.501 or if applicable “Yellow Book” audits (see Paragraph 24). All reports pertaining to 2 CFR §200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from the Executive Office or the Federal Government in accordance with 2 CFR §200.333.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall commence performance of this Agreement on the 1st day of April 2018, and shall complete performance no later than the 30th day of June 2019 (hereinafter the “Initial Term”), unless terminated prior to that day by other provisions of this Agreement. *If this contract was awarded as a result of an RFP or bid process, then, by mutual agreement, this contract may be extended as stated in the RFP or bid process (hereinafter “Renewal Term(s)”) beyond the Initial Term upon one hundred twenty (120) days prior written notice of the expiration of the Initial Term or any Renewal Term to the Contractor.*

PAR. 4. PROJECT OFFICER – EXECUTIVE OFFICE

The Executive Office shall appoint a Contract Officer to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Officer throughout the performance of work and services undertaken under the terms of this Agreement. The Contract Officer is responsible for authorizing, or seeking authorization of all payments made by the Executive Office to the Contractor under this Agreement.

PAR. 5. PROJECT OFFICER – CONTRACTOR

The Contractor shall appoint a Project Officer to be responsible for coordinating and reporting work performed by the Contractor under this Agreement. The Project Officer shall notify the Executive Office in writing immediately, and seek approval from the Executive Office, should a change to this Agreement be necessary in the opinion of the Project Officer. Under no circumstances will a change be undertaken without the prior written approval of the Executive Office.

PAR. 6. BUDGET

Total payment for services to be provided under this Agreement shall not exceed the total budget as detailed in **ADDENDUM II**. Expenditures exceeding budget line-item categories by ten percent (10%) shall not be authorized unless prior written approval is first obtained pursuant to **PAR. 10. - MODIFICATION OF AGREEMENT**, subject to the maximum amount of this Agreement as stated above.

PAR. 7. METHOD OF PAYMENT AND REPORTS

The Executive Office will make payments to the Contractor in accordance with provisions of **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE** attached hereto and incorporated by reference herein. The Executive Office acknowledges and agrees that any increase in expenses due to delays by the Executive Office which extends the time of performance shall be subject to reimbursement of the costs associated with such delays. The Contractor will complete and forward narrative, fiscal, and all other reports per **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE**. The Executive Office will provide prompt payment to Contractor pursuant to applicable laws and regulations.

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

This Agreement shall be subject to termination under any of the following conditions:

a) Mutual Agreement.

The contracting parties mutually agree in writing to termination.

b) Default by Contractor.

The Executive Office may, by not less than thirty (30) days prior written notice to the Contractor, terminate the Contractor's right to proceed as to the Agreement if the Contractor:

1. Materially fails to perform the services set forth in the attached Addenda within the time specified or any extension thereof; or
2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
3. Materially breaches any provision of this Agreement.

Termination, at the option of the Executive Office shall be effective not less than thirty (30) days after receipt of such notice, unless the Contractor corrected such failure(s) thirty (30) days after the receipt by the Contractor of such written

notice; any failure which, in the exercise of due diligence, cannot be cured within such thirty (30) day period shall not be deemed a default so long as the Contractor shall within such period commence and thereafter continue diligently to cure such failure.

- c) Termination by Contractor. Contractor shall have the right to terminate this Agreement only if the Executive Office materially breaches any term or condition of the Agreement, provided such breach is not cured within thirty (30) days following Contractor's notice to the Executive Office of such breach and by giving written notice to the Executive Office of such termination and specifying the effective date thereof, not less than sixty thirty (30) days prior to the effective date of termination. The Parties may extend the time allowed for cure by thirty (30) days if the Parties mutually agree in writing to the extension.
- d) Termination in the Interest of the Executive Office.
The Executive Office may terminate this agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, not less than thirty (30) days prior to the effective date of such termination. The notice shall provide Contractor with the basis for the termination and outlining whether the Executive Office requests that Contractor cease all services or continue services beyond the effective date of termination. If the agreement is terminated by the Executive Office as provided herein, the Contractor will be paid an amount which bears the same rate to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payment of compensation previously made, in addition to any outstanding amounts owed for work previously completed and not yet paid, unless services are requested to be continued, which shall be governed by Par. 9(10)-(12).

PAR. 9. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF AGREEMENT

Upon delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which performance of work under this contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Subject to Paragraph 8(d), stop work under this contract on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as the Executive Office's project manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Executive Office has or may acquire an interest.
3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to the Executive Office in the manner and to the extent directed by the Executive Office's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the Executive Office shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest

in the absence of payment therefore by the Executive Office.

5. With the approval or ratification of the Executive Office's project manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of the Executive Office's project manager must be obtained. Final approval by the Executive Office shall not be unreasonably withheld.
6. Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to the Executive Office (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by the Executive Office's project manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.
7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination if the Executive Office has approved funding for the completion and has agreed in writing to compensate Contractor to complete the performance of the work. Contractor is not required to continue performance if any amounts are due and outstanding to Contractor for work previously performed under this Agreement.
8. Unless terminated by the Executive Office for default of the Contractor, the Contractor shall be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, and any other unamortized or incremental expenses excluding anticipated profits which shall not be reimbursed. The Contractor shall submit all identified shut down expenses associated with such termination incurred up to and including the termination date. Any damages to the Executive Office shall offset any shutdown expenses to the Executive Office.
9. It is anticipated that funding for services hereunder will no longer be available at the end of the Term of this Agreement. Therefore, in the event the Executive Office requests that RIQI continue services beyond the Term of this Agreement, the Executive Office shall as soon as possible notify RIQI that services will continue and work in good faith with RIQI to execute a mutually agreeable written Amendment of this Agreement, or a new agreement for any services performed beyond the Term of this Agreement. If the parties are unable to agree to an Amendment of this Agreement, or a new agreement, it shall expire and the services shall cease. The Executive Office shall reimburse Contractor for all actual costs and services performed up to and including the date services are ceased.
10. If the parties agree that the services will be transitioned to a successor entity, RIQI will work in good faith with the Executive Office to make an orderly transition of the deliverables hereunder and to preserve the integrity of the work performed by Contractor on behalf of the Executive Office. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by the Executive Office in writing at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity or continue services. For providing such training or continued performance after the Term of the Agreement, the parties shall execute a mutually agreeable amendment to the Agreement setting forth the services to be provided after

the Term has expired. Executive Office shall pay Contractor its customary rates or mutually agreed upon rates at the time of the Amendment for such services to be provided.

11. If the parties agree that the services will be transitioned to a successor entity, Contractor shall deliver a transition plan to the Executive Office within thirty (30) days of receipt of the termination letter from Executive Office. The Executive Office shall hold harmless Contractor for any work performed by the successor entity. The Executive Office shall pay Contractor for any costs or damages incurred by Contractor in the transition caused by Executive Office or the successor entity.

If the parties agree that a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the agreement shall be modified, in writing, accordingly, if:

- a) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this agreement; and
- b) The Contractor asserts its right to an equitable adjustment within ninety (90) days after the end of the period of work stoppage; provided, that if the state decides the facts justify the action, the state may receive and act upon a proposal submitted at any time before final payment under this Agreement.

The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause, however, unless termination is for a default by the Contractor, the Contractor shall have the right to recover costs associated with maintaining the personnel, leases and equipment during the period of time the stop work order was in effect that cannot otherwise be reasonably utilized by the Contractor during the stop work period.

If the agreement is terminated for default, following a reasonable notice and cure period not to exceed thirty (30) days unless agreed to by both parties, the Executive Office may withhold payment of any amount in excess of fair compensation for the work actually completed by the Contractor prior to termination of this Agreement and will be entitled to pursue all of its other available legal remedies against the Contractor. Notwithstanding the above, the Contractor shall not be relieved of liability to the Executive Office for damages sustained by virtue of any breach of this Agreement by the Contractor.

The Contractor's liability to the Executive Office for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, is limited to the total fees paid by the Executive Office to the Contractor under this Agreement. The Contractor's liability is limited to two (2) times the total fees paid by the Executive Office to the Contractor under this Agreement for disclosure of confidential information, intentional tortious acts or intellectual property infringement. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, severance pay, punitive, or special damages of any party, including third parties arising out of or related to this Agreement.

The Executive Office may, by written notice of default to the Contractor, provide that the Contractor may cure a failure or breach of this contract within a period of thirty (30) days (or such longer period as the Executive Office's agreement administrator or project manager may authorize in writing), said period to commence upon receipt of the notice of default specifying such failure or breach. The Executive Office's exercise of this provision allowing the Contractor time to cure a failure or breach of this Agreement does not constitute a waiver of the Executive Office's right to terminate this Agreement, without providing a cure period, for any other failure or breach of this Agreement.

In the event the Contractor has failed to perform any substantial obligation under this Agreement, or has otherwise committed a breach of this Agreement, the Executive Office may withhold all monies due and payable to the Contractor directly related to the breach, without penalty, until such failure is cured or otherwise adjudicated.

Assurances before breach

a) If documentation or any other deliverables due under this contract are not in accordance with the contract requirements as reasonably determined by the project manager, upon the Executive Office's request, the Contractor, to the extent commercially reasonable, will deliver additional resources to the project in order to complete the deliverable as required by the agreement as reasonably determined by the Executive Office and to demonstrate that other project schedules will not be affected. Upon written notice by the Executive Office's project manager of the Executive Office's concerns regarding the quality or timeliness of an upcoming deliverable, the Contractor shall, within five (5) business days of receipt of said notice, submit a corrective action plan documenting the Contractor's approach to completing the deliverable to the satisfaction of the Executive Office's project officer without affecting other project schedules. The Executive Office's project manager, within five (5) business days of receipt of the corrective action plan, shall approve the plan, reject the plan, or return the plan to the Contractor with specific instructions as to how the plan can be modified to merit approval and a specific time period in which the revised plan must be resubmitted.

Nothing in the language contained in "limitation of liability" article, "Contractor's liability for injury to person's or damage to property" article and "indemnification" article shall be construed to waive or limit the state or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Laws, Title 9 Chapter 31, "Governmental Tort Liability."

In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, the Executive Office may reduce or eliminate the amount of the contract as a whole with the scope of services being reduced accordingly, or subject to agreement by the parties concerning the scope and pricing, reduce or eliminate any line item(s).

PAR. 10. MODIFICATION OF AGREEMENT

The Executive Office may permit changes in the scope of services, time of performance, or approved budget of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by the Executive Office and the Contractor, must be in writing and shall be made a part of this agreement by numerically consecutive amendment excluding "Special Projects", if applicable, and are incorporated by reference into this Agreement. No changes are effective unless reflected in an approved change order issued by the State's Division of Purchases.

Special Projects are defined as additional services available to the Executive Office on a time and materials basis with the amounts not to exceed the amounts referenced on the Contractor's RFP cost proposal, if applicable, or as negotiated for the project or activity. The change order will specify the scope of the change and the expected completion date. Any change order shall be subject to the same terms and conditions of this Agreement unless otherwise specified in the change order and agreed upon by the parties. The parties will negotiate in good faith and in a timely manner all aspects of the proposed change order.

Availability of Funds

It is understood and agreed by the parties hereto that all obligations of the Executive Office, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall the Executive Office be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, the Executive Office shall notify the Contractor of such reduction of funds available and the Executive Office shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, severance pay, punitive, or special damages of any party, including third parties arising out of or related to this Agreement.

The Parties may work together in good faith to determine whether the contract payments and corresponding scope of work and deliverables will be reduced or eliminated and determine a new budget and work specifications in response to the funding loss or termination. Notwithstanding the above, the Executive Office shall compensate the Contractor for its portion of work performed to the date of the reduction or elimination. The Contractor shall be given at least thirty (30) days' notice of any reduction or elimination when possible. The Contractor shall give the Executive Office at least thirty (30) days' notice of any reduction or elimination of funding which would affect the Contractor's ability to perform the obligations herein. Notwithstanding the above, both parties agree to give the other prompt notice upon receiving actual notice of any reduction or elimination of funding that may affect this Agreement. If the Parties are unable to agree to a new set of work specifications, then either party may terminate this Agreement.

PAR. 11. SUBCONTRACTS

It is expressly agreed that the Contractor shall not enter into any subcontract(s) nor delegate any responsibilities to perform the services listed in this Agreement without the advanced, written approval of the Executive Office, which will not be unreasonably withheld. If in **ADDENDUM I – SCOPE OF WORK OR ADDENDUM XVI – BID PROPOSAL**, the Bid Proposal permits Subcontracting, the Contractor must provide the name and the extent of services provided by the Subcontractor in the **BUDGET** paragraph 6, and more fully explained in **ADDENDUM II** of this Agreement, and as further agreed to by the Executive Office and the Contractor in **ADDENDUM IX – SUBCONTRACTOR COMPLIANCE**, which is incorporated by reference herein, and which outlines the expectations and requirements of subcontracted vendors to this Agreement.

If the Contractor subsequently needs to enlist the services of a Subcontractor, the Contractor shall obtain prior written approval of the Executive Office. Approval of the Executive Office for the Contractor to enter into subcontracts to perform the services or obligations of the Contractor pursuant to this Agreement shall not be unreasonably withheld. Nothing in this Agreement or in a subcontract or sub-agreement between the Contractor and subcontractors shall create any contractual relationship between the subcontractor and the Executive Office. Approval by the Executive Office of the Contractor's request to subcontract shall not relieve the Contractor of its responsibilities under this contract and the Contractor shall therefore remain responsible and liable to the Executive Office for any conduct, negligence, acts and omissions, whether intentional or unintentional, by any subcontractor.

The positions named by the Contractor and detailed in **ADDENDUM XVII – CORE STAFF POSITIONS**, which is incorporated by reference herein, will be considered core project staff positions for this project. The Contractor will not alter the core project team or use an independent contractor, company or subcontractor to meet required deliverables without the prior written consent of the Executive Office's project officer or other appointed designee(s) for which consent shall not be unreasonably withheld. Failure to comply with the provisions of this Paragraph could result in denial of reimbursement for such non-approved sub-contracts.

PAR. 12. INDEMNIFICATION

Subject to the limitation of liability set forth in **PAR. 9**, the Contractor shall indemnify, defend and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors) harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part from the Contractor's willful misconduct, negligence, or omission in provision of services or breach of this Agreement including, but not limited to, injuries of any kind which the staff of the Contractor or its subcontractor may suffer directly or may cause to be suffered by any

staff person or persons in the performance of this Agreement, unless caused by the willful misconduct or gross negligence of the Indemnitees.

The Contractor shall indemnify, defend and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the “Indemnitees” and their subcontractors”) harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney’s fees) to the extent arising in whole or part for infringement by the Contractor of any intellectual property right by any product or service provided hereunder.

Nothing in the language contained in this Agreement shall be construed to waive or limit the State or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Law, Title 9, Chapter 31 et al., entitled “Governmental Tort Liability.”

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

By signing this Agreement, the Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.); Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, The United States Department of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; the United States Department of Education Implementing regulations (34 CFR, Parts 104 and 106; and the United States Department of Agriculture, Food and Nutrition Services (7 CFR §272.6), which prohibit discrimination on the basis of race, color, national origin (limited English proficiency persons), age, sex, disability, religion, political beliefs, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities, or as any of the Acts are amended from time to time.

Pursuant to Title VI and Section 504, as listed above and as referenced in **ADDENDA V AND VI**, which are incorporated herein by reference and made part of this Agreement, the Contractor shall have policies and procedures in effect, including, mandatory written compliance plans, which are designed to assure compliance with Title VI section 504, as referenced above. An electronic copy of the Contractor’s written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to the Executive Office upon request.

The Contractor’s written compliance plans and/or self-assessments, referenced above and detailed in **ADDENDA V AND VI** of this Agreement must include but are not limited to the requirements detailed in **ADDENDA V AND VI** of this Agreement.

The Contractor must submit, within thirty-five (35) days of the date of a request by

DHHS or EOHHS, full and complete information on Title VI and/or Section 504 compliance and/or self-assessments, as referenced above, by the Contractor and/or any subcontractor or vendor of the Contractor.

The Contractor acknowledges receipt of **ADDENDUM V - NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964** and **ADDENDUM VI - NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973**, which are incorporated herein by reference and made part of this Agreement.

The Contractor further agrees to comply with all other provisions applicable to law, including the Americans with Disabilities Act of 1990; the Governor's Executive Order No. 05-01, Promotion of Equal Opportunity and the Prevention of Sexual Harassment in State Government.

The Contractor also agrees to comply with the requirements of the Executive Office of Health and Human Services for safeguarding of client information as such requirements are made known to the Contractor at the time of this contract. Changes to any of the requirements contained herein shall constitute a change and be handled in accordance with **PAR. 10. - MODIFICATION OF AGREEMENT** above.

Failure to comply with this Paragraph may be the basis for cancellation of this Agreement.

PAR. 14. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement (whether by assignment or novation) without the prior written consent of the State's Division of Purchases, thereto; provided, however, that claims or money due or to become due to the Contractor from the Executive Office under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Executive Office.

PAR. 15. COPYRIGHTS

The State hereby grants to the federal government, and the federal government reserves, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation designed, developed or installed with federal financial participation.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in the Scope of Work in Addendum I with or without identifiers, may be released or publicly disclosed in any form for any

purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from the Executive Office's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that the Executive Office shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the Executive Office's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from EOHHS is considered confidential by the Executive Office. For further requirements regarding confidentiality of information please refer to **PAR. 23** of this Agreement.

With respect to claims arising from computer hardware or software manufactured by a third party and sold by the Contractor as a reseller, the Contractor will pass through to the Executive Office such indemnity rights as it receives from such third party ("third party obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the third party obligation, the Contractor will provide the Executive Office with indemnity protection equal to that called for by the third party obligation, but in no event greater than that called for in the first sentence of this Paragraph the provisions of the preceding sentence apply only to third party computer hardware or software sold as a distinct unit and accepted by the Executive Office. Unless a third party obligation provides otherwise, the defense and payment obligations set forth in this Paragraph will be conditional upon the following:

1. The Executive Office will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time;
2. The Contractor will have sole control of the defense of any action on all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Rights by any product or service provided hereunder; and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future state operations or liability, or when involvement of the state is otherwise mandated by law, the state may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the state will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The State will reasonably cooperate in the defense and in any related settlement negotiations.

Should the deliverables or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Rights, the Executive Office shall permit the Contractor at its option and expense either to procure for the Executive Office the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverables or software by the Executive Office shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist the Executive Office in procuring substitute deliverables or software. If, in the sole opinion of the Executive Office, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Agreement impractical, the Executive Office shall then have the option of terminating such agreements, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums the Executive Office has paid the Contractor less any reasonable amount for use or damage.

The Contractor shall have no liability to the Executive Office under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement that is based upon:

- The combination or utilization of deliverables furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
- The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of the Contractor-supplied operating software; or
- The modification by the Executive Office of the equipment furnished hereunder or of the software; or
- The combination or utilization of software furnished hereunder with non-Contractor supplied software.

The Contractor certifies that it has appropriate systems and controls in place to ensure that Executive Office funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

PAR. 16. PARTNERSHIP

It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Contractor included in this Agreement as employees, agents, or representatives of the Executive Office.

PAR. 17. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no pecuniary interest and shall not

acquire any such interest, direct or indirect, without first disclosing to the Executive Office in writing and then subsequently obtaining approval, in writing, from the Executive Office, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that no person having any such interest shall be employed by the Contractor for the performance of any work associated with this Agreement.

PAR. 18. FEDERAL FUNDING PROVISIONS

Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to the Executive Office. The Provisions of Addendum II notwithstanding, the Contractor agrees to make claims for payment under this Agreement in accordance with applicable federal policies. The Contractor agrees that no payments under this Agreement will be claimed for reimbursement under any other Agreement, grant or contract that the Contractor may hold that provides funding from the same State or Federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of claims for payment under this Agreement. The Contractor specifically agrees to abide by all applicable federal requirements for Contractors, including laws, regulations and requirements related to services performed outside the United States by Contractor or its subcontractors. Additionally, the Federal Award must be used in accordance with the specific Catalog of Federal Domestic Assistance (CFDA) number listed in **ADDENDUM IV – FISCAL ASSURANCES**. <https://www.cfda.gov/>

PAR. 19. FUNDING DENIED

It is understood and agreed that in the event that less than full federal funding or other funding is received by the Executive Office due directly to the failure of the Contractor to comply with the terms of this Agreement, the Contractor may be liable to the State of Rhode Island for a proportional amount of the amount of the denied funding that is directly attributable to its failure. Should the Contractor be found liable for the amount of the denied funding, then such amount shall be payable upon demand of the Executive Office.

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to this Agreement to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with this Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include but is not limited to any auditing, monitoring, and evaluation procedures, including on-site visits, performed individually or jointly, by state or federal officials or their agents necessary to verify the accuracy of Contractor invoices or compliance with the this Agreement (in accordance with 2 CFR §200.331). If such records are maintained out of the State of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Minutes of board of directors meetings, fiscal records, and narrative records pertaining to activities performed will be retained for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for this

Agreement. Additionally, if any litigation, claim, or audit is started before the expiration of the 3 year period, as mentioned in Paragraph 2 of this Agreement, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 2 CFR §200.333. If audit findings have not been resolved at the end of the three (3) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide and maintain a quality assurance system acceptable to the state covering deliverables and services under this Agreement and will tender to the state only those deliverables that have been inspected and found to conform to this Agreement's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the state during Agreement performance and for three (3) years after final payment. The Contractor shall permit the state to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices related to performance of the Agreement.

Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement.

The parties agree that in regards to fixed price portions of the contract, the state's access to the Contractor's books, records and documents shall be limited to those necessary to verify the accuracy of the Contractor's invoice. In no event will the state have access to the Contractors internal cost data as they relate to fixed price portion of the contract.

PAR. 21. CAPITAL ASSETS

This provision shall not apply unless specifically agreed to by the Parties in an applicable SOW. The Contractor agrees that any capital assets purchased on behalf of the Executive Office on a pass-through basis and used on behalf of the Executive Office by the Contractor shall upon payment by the Executive Office, become the property of the Executive Office unless otherwise agreed to by the parties and may be utilized by the Contractor in a reasonable manner. Capital assets are defined as any item having a life expectancy of greater than one (1) year and an initial cost of greater than five thousand dollars (\$5,000) per unit, except greater than five hundred dollars (\$500) per unit for computer equipment.

Upon written request by the Executive Office, the Contractor agrees to execute and deliver to the Executive Office a security interest in such capital assets in the amount of the value of such capital asset (or for a lesser amount as determined by the Executive Office).

PAR. 22. RESERVED

PAR. 23. SECURITY AND CONFIDENTIALITY

The Contractor shall take reasonable security measures to protect against the improper use, loss, access of and disclosure of any confidential information it may receive or have access to under this Agreement as required by this Agreement, the RFP, if applicable, and proposal, or which becomes available to the Contractor in carrying out this Agreement and the RFP, if applicable, and the proposal, and agrees to comply with the requirements of the Executive Office for safeguarding of client and such aforementioned information. Confidential information includes, but is not limited to: names, dates of birth, home addresses, social security numbers, protected health information, financial personal, technical and other data and information relating to the State of Rhode Island data, and other such data protected by Department/Executive Office laws, regulations and policies (“confidential information”), as well as State and Federal laws and regulations. All such information shall be protected by the Contractor from unauthorized use and disclosure and shall be protected through the observance of the same procedural requirements as are applicable to the Executive Office.

The Contractor expressly agrees and acknowledges that said confidential information provided to and/or transferred to provider by the Executive Office or to which the Contractor has access to for the performance of this Agreement is the sole property of the Executive Office and shall not be disclosed and/or used or misused and/or provided and/or accessed by any other individual(s), entity(ies) and/or party(ies) without the express written consent of the Executive Office, or as permitted or required by law. Further, the Contractor expressly agrees to forthwith return to the Executive Office any and all said data and/or information and/or confidential information and/or database upon the Executive Office’s written request and/or cancellation and/or termination of this Agreement if such return is technically feasible. If such return is not technically feasible, Contractor shall extend the protections set forth in this Agreement to the data for as long as Contractor maintains such data.

The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes legitimately publicly available, is already rightfully in the Contractor’s possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties under no obligation of confidentiality.

The Contractor agrees to abide by all applicable, current and as amended Federal and State laws and regulations governing the confidentiality of information, including to but not limited to the Business Associate requirements of HIPAA (WWW.HHS.GOV/OCR/HIPAA), to which it may have access pursuant to the terms of this Agreement.

In accordance with this Agreement and all Addenda thereto, the Contractor may receive, have access to, or be exposed to certain documents, records, that are confidential, privileged or otherwise protected from disclosure, including, but not

limited to: personal information; Personally Identifiable Information (PII), Sensitive Information (SI), and other information (including electronically stored information), records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers-and work product of state employees; as well as any other records, reports, opinions, information, and statements required to be kept confidential by state or federal law or regulation, or rule of court ("State Confidential Information"). State Confidential Information also includes PII and SI as it pertains to any public assistance recipients as well as retailers within the SNAP Program and Providers within any of the State Public Assistance programs.

Personally Identifiable Information (PII) is defined as any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc. (As defined in 2 CFR §200.79 and as defined in OMB Memorandum M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments"). PII shall also include individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts (As defined in 2 CFR § 200.82 Protected Personally Identifiable Information).

Sensitive Information (SI) is information that is considered sensitive if the loss of confidentiality, integrity, or availability could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. Further, the loss of sensitive information confidentiality, integrity, or availability might: (i) cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions; (ii) result in significant or major damage to organizational assets; (iii) result in significant or major financial loss; or (iv) result in significant, severe or catastrophic harm to individuals that may involve loss of life or serious life threatening injuries. (Defined in HHS Memorandum ISP-2007-005, "Departmental Standard for the Definition of Sensitive Information" as amended).

The Contractor agrees to adhere to any and all applicable State and Federal statutes and regulations relating to confidential health care and substance abuse treatment including but not limited to the Federal Regulation 42 CFR, Part 2; Rhode Island Mental Health Law, R.I. General Laws §40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq., HIPAA 45 CFR 160 and the Rhode Island Identity Theft Protection Act, R.I. General Laws Chapter 11-49.3-1. The Contractor acknowledges that failure to comply with the provisions of this paragraph will result in the termination of this Agreement.

The Contractor shall notify the Executive Office and the Executive Office's designated security officer by telephone call plus e-mail, web form or fax upon the discovery of any breach of security of PHI, PII (where the use or disclosure is not provided for and permitted by this Agreement) of which it becomes aware within forty-eight (48) hours of the breach and/or Security Incident. The Contractor shall, within forty-eight (48) hours, notify the Executive Office and the Executive Office's designated security officer of any unauthorized electronic access, disclosure or breach of confidential information or any successful breach of unauthorized electronic access, disclosure or breach of confidential information. A breach is defined pursuant to HIPAA guidelines as well as those found in the "Health Information Technology for Economic and Clinical Health Act" (HITECH). A breach may be an acquisition, access, use or disclosure or of PHI in violation of HIPAA privacy rules that compromise PHI security or privacy. Additionally, a breach may be an acquisition, access, use or disclosure of PII or SI. For reporting purposes under this section, the Contractor does not need to report as a Security Incident any unsuccessful attempt to gain access to the State Confidential Information. Examples of unsuccessful attempts to gain access to the State Confidential Information include, but are not limited to, pings, and other broadcast attacks on the Contractor's firewall, port scans, log-on attempts, denials of service and any combination of the above. This reporting duty does not relieve the Contractor in any degree of its duty to safeguard the State Confidential Information and to use reasonable efforts to prevent further harm caused by a Security Incident. The notice of a breach shall contain information available to the Contractor at the time of the notification to aid the Executive Office in examining the matter. More complete and detailed information shall be provided to the Executive Office as it becomes available to the Contractor.

Upon notice of a breach, or a security incident, the Executive Office and Contractor will meet to jointly develop an incident investigation and remediation plan. Depending on the nature and severity of the confirmed breach, the plan may include the use of an independent third-party security firm to perform an objective security audit in accordance with recognized cyber security industry commercially reasonable practices. The parties will consider the scope, severity and impact of the security incident to determine the scope and duration of the third party audit. If the parties cannot agree on either the need for or the scope of such audit, then the matter shall be escalated to senior officials of each organization for resolution. The Contractor will pay the costs of all such audits. Depending on the nature and scope of the security incident, remedies may include, among other things, information to individuals on obtaining credit reports and notification to applicable credit card companies, notification to the local office of the Secret Service, and or affected users and other applicable parties, utilization of a call center and the offering of credit monitoring services on a selected basis.

Notwithstanding any other requirement set out in this Agreement, if applicable, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose new requirements with respect to privacy, security and breach notification. If applicable, HITECH requirements, regulations and provisions are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their

entirety. If applicable, anything to the contrary or any provision that may be more restrictive within this Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Agreement, are automatically effective and incorporated herein. Where this Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

Failure to abide by the Executive Office's confidentiality policy or the required signed **Business Associate Agreement (BAA)** if applicable, will result in termination remedies, including but not limited to, termination of this Agreement. If applicable, **Business Associate Agreement (BAA)** shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Agreement, as required by the Executive Office.

Nothing herein shall limit the Executive Office's ability to seek injunctive relief or any and all damages resulting from the Contractor's negligent or intentional disclosure of confidential information.

PAR. 24. AUDIT

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least twenty-five thousand dollars (\$25,000) in any year, at no additional cost for the Executive Office, the Contractor shall prepare an annual financial statement of the Contractor or the Contractor's parent, where applicable, within nine (9) months of the end of the Contractor's fiscal year. The financial statements must provide full and frank disclosures of all assets, liabilities, changes in the fund balances, all revenue, and all expenditures. Upon written or oral request by the Executive Office, the Contractor shall provide the Executive Office a copy of the above described financial statement(s) within ten (10) days of the Executive Office's request or within twenty (20) days of the end of the Time of Performance, Paragraph 3 herein. If additional financial documentation is required by the Federal funding source, these additional financial requirements must be met in addition to the preparation of the above financial statements.

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, at no additional cost for the Executive Office, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR §200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR §200.512). All financial statements and audits must be submitted in a format that is acceptable to the Executive Office.

In the case wherein the Contractor expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR § 200.501, et seq. at no additional cost for the Executive Office, the audit must be performed in accordance

with 2 CFR §200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR §200.512). All financial statements and audits must be submitted in a format that is acceptable to the Executive Office.

Moreover, if the Contractor has Agreements and/or Federal Awards which in aggregate are at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, including the amount identified in PAR. 6 – BUDGET, the audit must be performed in accordance with federal requirements as outlined above (2 CFR §200.500 et seq.).

Should the Contractor expend less than seven hundred and fifty thousand federal dollars (\$750,000) in a fiscal year and be, therefore, exempt from having to perform an audit in accordance with 2 CFR §200.500 et. seq., the Contractor may not charge the cost of such an audit to a federal award.

Pursuant to 2 CFR §200.501 (h), "for-profit" entities shall conduct a "Yellow Book" audit annually by a Public Accounting Firm in accordance with Government Auditing Standards, mentioned above, and standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the U.S. (GAGAS) and provide a copy thereof to Client, the Contractor may not charge the cost of such an audit to a federal award.

The Contractor agrees that the state or its designated representative will be given access to any part of the system which is delivered under this Agreement to inventory and/or inspect the system.

The Contractor expressly agrees that any overpayment identified through an audit must be repaid to the Executive Office within a period of six (6) months from the issuance of the audit.

PAR. 25. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

PAR. 26. ON-SITE INSPECTION

The Contractor agrees to permit on-site monitoring, evaluation and inspection of all activities related to the Agreement by officials of the Executive Office, its designee, and where appropriate, the Federal government, provided that, to the extent possible, the Executive Office gives Contractor reasonable advanced notice of such on-site inspection and it scheduled on a mutually agreeable date during business hours. On-site inspections and monitoring shall be in accordance with 2 CFR §200.328. All reports pertaining to 2 CFR §200.331, shall be maintained by the Contractor. The Contractor

must retain any documents pertaining to changes requested from the Executive Office or the Federal Government in accordance with 2 CFR §200.333.

If, as a result of on-site inspections, changes are requested by the Executive Office to ensure compliance with this Agreement and/or Federal Awards, the Contractor must perform changes within a time period defined by the Executive Office. All changes shall be documented by the Contractor and provided to the Executive Office upon request. All requested changes shall comply with 2 CFR §200.331.

PAR. 27. DRUG -FREE WORKPLACE POLICY

The Contractor agrees to comply with the provisions of the Governor's Executive Order 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM VII - DRUG-FREE WORKPLACE POLICY**, and in accordance therewith has executed **ADDENDUM VIII - DRUG-FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE**.

Furthermore, the Contractor agrees to submit to the Executive Office any report or forms which may from time-to-time be required to determine the Contractor's compliance with this policy.

The Contractor acknowledges that a violation of the Drug-Free Workplace Policy may, at the Executive Office's option, result in termination of this Agreement.

PAR. 28. PRO-CHILDREN ACT OF 1994 (ACT)

As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**, and in accordance has executed **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**.

PAR. 29. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor agrees to abide by **ADDENDUM XI – INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**, and in accordance has executed the required certification included in **ADDENDUM XII – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**.

PAR. 30. CHIEF PURCHASING OFFICER

This Agreement shall take effect upon the issuance of a Purchase Order by the State of Rhode Island's Chief Purchasing Officer or his/her designee. ("Commencement Date"). No modifications to this agreement shall be effective unless in an authorized change order issued by the State's Division of Purchases.

PAR. 31. OWNERSHIP

The following additional paragraphs are added to the Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

PROPRIETARY SOFTWARE. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor.

DEVELOPED SOFTWARE. This provision shall not apply unless specifically agreed to by the Parties in an applicable SOW. All software that is developed by the Contractor for the Executive Office and delivered by the Contractor to the Executive Office under an SOW to this Agreement, and paid for by the Executive Office ("Developed Software") is and shall remain the property of the Executive Office. For a period of ninety (90) days following acceptance of any developed software in accordance with the approval procedures adopted by the parties, the Contractor warrants that each item of developed software will conform in all material respects to the written technical specifications agreed to by the parties in accordance with the software development methodologies adopted by the parties and set forth in the procedures manual. As soon as reasonably practicable after discovery by State or Contractor of a failure of the Developed Software to so conform (a "non-conformance"), State or Contractor, as applicable, will deliver to the other a statement and supporting documentation describing in reasonable detail the alleged nonconformance. If Contractor confirms that there is a non-conformance, then Contractor will use commercially reasonable efforts to correct such non-conformance. The methods and techniques for correcting non-conformances will be at the sole discretion of the Executive Office. The foregoing warranty will not extend to any non-conformances caused (i) by any change, modification or enhancement to software without Contractor's prior written consent; or (ii) by state operating software otherwise than in accordance with the applicable documentation, for the purpose for which it was designed, or on hardware not recommended, supplied or approved in writing by Contractor. Furthermore, if, after undertaking commercially reasonable efforts to remedy a breach by Contractor of the foregoing warranty, Contractor, in the exercise of its reasonable business judgment, determines that any repair, adjustment, modification or replacement is not feasible, or in the event that the developed software subsequent to all repairs, adjustments, modifications and replacements continues to fail to meet the foregoing warranty, the Executive Office will return the developed software to Contractor, and Contractor will credit to the State, in a manner and on a schedule agreed to by the parties and as the Executive Office's sole and exclusive remedy for such failure, an amount equal to the charges actually paid by the Executive Office to the Contractor for the developed software that has failed to meet the foregoing warranty. Upon written request of the Executive Office, the Contractor will use commercially reasonable efforts to correct an alleged non-

conformance for which Contractor is not otherwise responsible hereunder because it is caused or contributed to by one of the factors listed above and, to the extent that such correction cannot be performed within the scope of the Contractor services, such correction will be paid for by the Executive Office at the Contractor's then current commercial billing rates for the technical and programming personnel and other materials utilized by the Contractor. Notwithstanding anything to the contrary in this Agreement, the Contractor will continue to own, and will be free to use, the development tools and the residual technology, so long as such use does not breach Contractor's obligations of confidentiality set forth herein

OTHER. Notwithstanding anything to the contrary in this Agreement, the Contractor (i) will retain all right, title and interest in and to all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services hereunder which are based on trade secrets or proprietary information of the Contractor, are developed or created by or on behalf of the Contractor without reference to or use of the intellectual property of the Executive Office or are otherwise owned or licensed by the Contractor (collectively, "tools"); (ii) subject to the confidentiality obligations set forth in this Agreement, will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the services and may be retained by the Contractor's employees in an intangible form, all of which constitute substantial rights on the part of the Contractor in the technology developed as a result of the services performed under this Agreement; and (iii) will retain ownership of any Contractor-owned software or tools that are used in producing the developed software and become embedded therein. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement.

PAR. 32. FORCE MAJEURE

Except for defaults of subcontractors at any tier, in the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies, or other event or failure not the fault or within control of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other parties and shall use reasonable efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended

PAR. 33. RESERVED

PAR. 34. DISPUTES

The parties expressly agree that if there are any disputes regarding payment, audits, or reimbursement for lost funds, the parties will invoke the procedures outlined herein.

The parties shall use good faith efforts to cooperatively resolve disputes and problems

that arise in connection with this Agreement. When a dispute arises between the Executive Office and Contractor, both parties will attempt to resolve the dispute pursuant to this subsection. When a dispute arises, the party initiating the dispute shall notify the other party in writing of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The Executive Office's project officer and Contractor project officer shall use good faith efforts to resolve the dispute within ten (10) State business days of submission by either party to the other of such notice of the dispute.

If the Executive Office's Project Officer and the Contractor's Project Officer are unable to resolve the dispute, either party may request that the dispute be escalated for resolution to the Secretary of the Executive Office of Health and Human Services or his or her designee, the Contractor's President or his or her designee and a mutually agreed upon third party shall attempt to resolve the issue.

If the issue is not resolved, the parties shall endeavor to resolve their claims by mediation which, shall be administered by the Presiding Justice of the Providence County Superior Court. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the court. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this paragraph, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the State of Rhode Island where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

PAR. 35. GOVERNING LAW

This Agreement is deemed executed and delivered in the City of Cranston, State of Rhode Island, and all questions arising out of or under this Agreement shall be governed by the laws of the State of Rhode Island.

PAR. 36. WAIVER AND ESTOPPEL

Nothing in this Agreement shall be considered waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision shall not constitute a waiver of any other. A failure of any party to enforce at any time any provisions(s) of this contract, or to exercise any option which is herein provided, shall in no way be construed as a waiver of such provision of this contract. No consent, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

PAR. 37. INSURANCE

Throughout the term of the Agreement, the Contractor and any subcontractor shall procure and maintain, at its own cost and expense, insurance as required by the Bid Specifications or other purchasing requirements.

PAR. 38. WORK REVIEWS

The Contractor agrees that all work performed under this Agreement may be reviewed by the Rhode Island Executive Office of Health and Human Services, Department of Administration, and/or by any third party designated by the Executive Office of Health and Human Services. Any individual or third party reviewing Contractor's work shall sign a Confidentiality and Non-Disclosure Agreement prior to reviewing Contractor's work.

PAR. 39. BUSINESS CONTINUITY PLAN

The Contractor shall prepare and maintain a Business Continuity Plan upon execution of this Agreement, which shall include, but not be limited to, the Contractor's procedure for recovery of data and recovery for all operation components in case of an emergency or disaster. Upon written or oral request by the Executive Office, the Contractor shall provide the Executive Office a copy of the above described Business Continuity Plan within ten (10) days of the Executive Office's request.

PAR. 40. NOTICES

No notice, approval or consent permitted or required to be given by this Agreement will be effective unless the same is in writing and sent postage prepaid, certified mail or registered mail, return receipt requested, or by reputable overnight delivery service to the other party at the address set forth in **ADDENDUM XVII – CORE STAFF POSITIONS**, or such other address as either party may direct by notice given to the other as provided **ADDENDUM XVII – CORE STAFF POSITIONS**, and shall be deemed to be given when received by the addressee. The Contractor and the Executive Office shall list, in **ADDENDUM XVII – CORE STAFF POSITIONS**, the names, addresses, email addresses, telephone numbers, and the facsimile numbers of all individuals that the above such notice, approval or consent shall be sent to or copied on. The Parties agree to update any changes to the designated notice recipients, in writing pursuant to the terms outlined in **PARAGRAPH 40**.

PAR. 41 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages and the parties will follow such delivery by prompt delivery of originals of such pages.

PAR. 42. AMENDMENTS

Except as may otherwise set forth in this Agreement, the Agreement may only be amended by the parties agreeing to the amendment, in writing, duly executed by the parties and shall only be effective upon incorporation by the State's Division of Purchases through the issuance of a change order.

PAR. 43. SURVIVAL

Any obligations and provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to safeguarding confidential information and indemnification, shall survive the expiration or termination of this Agreement.

PAR. 44. ADDITIONAL APPROVALS

The parties acknowledge that this Agreement requires issuance of a valid Purchase Order by the State of Rhode Island for this Agreement to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands as of the date first above written and this Agreement made legally binding upon the issuance of a valid Purchase Order by the State of Rhode Island as follows:

STATE OF RHODE ISLAND:

RHODE ISLAND QUALITY INSTITUTE:



ERIC J. BEANE, SECRETARY
EXECUTIVE OFFICE OF HEALTH AND
HUMAN SERVICES



LAURA ADAMS
TITLE: PRESIDENT & CEO

Dated: 3/27/18

Dated: 2/22/18

ADDENDA

Attached hereto, incorporated into and made a part herein of this agreement, are the following addenda:

<u>ADDENDUM I -</u>	REQUEST FOR PROPOSAL AND/OR SCOPE OF WORK
<u>ADDENDUM II-</u>	BUDGET
<u>ADDENDUM III-</u>	PAYMENTS AND REPORTS SCHEDULE
<u>ADDENDUM IV -</u>	FISCAL ASSURANCES
<u>ADDENDUM V -</u>	NOTICE TO EXECUTIVE OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
<u>ADDENDUM VI -</u>	NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973
<u>ADDENDUM VII -</u>	DRUG-FREE WORKPLACE POLICY
<u>ADDENDUM VIII -</u>	DRUG FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE
<u>ADDENDUM IX -</u>	SUBCONTRACTOR COMPLIANCE
<u>ADDENDUM X -</u>	CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
<u>ADDENDUM XI -</u>	INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
<u>ADDENDUM XII -</u>	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
<u>ADDENDUM XIII -</u>	RESERVED
<u>ADDENDUM XIV -</u>	EQUAL EMPLOYMENT OPPORTUNITY
<u>ADDENDUM XV -</u>	BYRD ANTI-LOBBYING AMENDMENT
<u>ADDENDUM XVI -</u>	BID PROPOSAL
<u>ADDENDUM XVII -</u>	CORE STAFF POSITIONS
<u>ADDENDUM XVIII -</u>	FEDERAL SUBAWARD REPORTING
<u>ADDENDUM XIX -</u>	BUSINESS ASSOCIATE AGREEMENT

ADDENDUM I

SCOPE OF WORK

As part of the goal to assist Medicaid Eligible Providers and Eligible Hospitals to meet the requirements of the EHR Incentive Program, EOHHS is investing in further development of the Health Information Exchange through a series of expanded activities. This Scope of Work covers expanded activities funded through the Medicaid HITECH IAPD at 90/10, with a grant from the RI Foundation supplying the 10% state match. The project will consist of five tasks:

- Task 1: ED Smart Notifications (EDSN)
- Task 2: EMS Integration
- Task 3: PDMP Integrations
- Task 4: SBIRT Registry
- Task 5: Advanced Overdose Alerting

Each milestone will be considered completed upon written acceptance by the state through a written certification of completion.

The parties hereby agree that paragraph 21 of the Agreement shall not apply to this Addendum.

Definitions:

“Application” means the functionality of the platform identified in this SOW.

“Business Requirement Document” means a document which lists business requirements for the system to implement the algorithm, which is external to this agreement, be effective including user stories, assumptions, non-functional requirements, descriptions of the product and how it might be used in practice, business rules, constraints, required data elements, and any mutually agreeable business process diagram(s). For greater clarity, only the use of the algorithm is within the scope of this SOW.

“Developer Testing” also known as “Dev Testing” means Unit Testing.

“End to End Testing” means Integration Testing.

“Functional Testing” means the phase of the SDLC where resource(s) test the Software using a test plan. The test plan and supporting test cases are derived from the business requirements.

“Incident” means an event which is not part of the standard operation of a service or deficiency in the Application. An Incident might give rise to the identification and investigation of a Problem, but never become a Problem. For greater clarity, Incidents may be identified by a UAT Tester prior to Go-Live in Functional Testing, Integration Testing, or User Acceptance Testing. An Issue Reporter may identify Incidents only in the Post Go-Live Period.

“Inoperable” means there are Open Issues.

“Interface” means the endpoint configuration, the mapping from the source to target format and the transport mechanism to deliver the data. This does not include the Intersystems products.

“Integration Testing” means the phase of the SDLC where the Solution is tested with external organizations and interfaces. For example, if there is a dependency on an external organization and interface for a specific type of data, this phase of testing will include the integration of the external interface. This phase occurs after Functional Testing has completed. The end of this phase occurs when the Solution is functioning end to end, including external organizations and interfaces.

“Issue” means an Incident or Problem or both.

“Issue Reporter” means a person designated by the end user organization and approved by Contractor to report an Issue in the Post Go-Live Period.

“Open Issues” means unresolved Severity Level 1 or Severity Level 2 Incident(s) and/or Problem(s) that are primarily caused by Contractor and within Contractor’s responsibility. Additional Incident(s) and/or Problem(s) that are mutually agreed to between the parties are also included.

“Operable” means that there are no Open Issues. The system is accessible and operates as defined by the Business Requirements Document and the Work Plan.

“Outage” means unplanned downtime exceeding five (5) minutes, not including planned downtime, where the unplanned downtime is primarily caused by Contractor and within Contractor’s responsibility.

“Platform” means the customizations for the Health Information Exchange in the Intersystems HealthShare product. The customizations and the Intersystems HealthShareHealthInsight (HSHI) product are not included in this SOW.

“Problem” means the unknown or known root cause of one or more existing Incidents. Problems may sometimes be identified because of multiple Incidents that exhibit common symptoms. A Problem can also be identified from a single significant Incident, indicative of a single error, for which the cause is unknown or known

“Post Go-Live Period” means the 90 calendar days commencing with the first production go-live date and ending 90 calendar days thereafter.

“SDLC” means the systems development life cycle, also referred to as the application development life-cycle, which is the process for planning, creating, testing, and deploying an information system.

“Severity Level 1” also known as a critical severity level, means a production Application is completely down or is experiencing a major malfunction that results in a product being inoperative and Users are unable to reasonably perform their normal functions.

“Severity Level 2” also known as a high severity level, means a critical loss of Application functionality or performance resulting in a high number of users being unable to perform their normal functions. This would include a major feature/product failure; an inconvenient workaround or no workaround exists. The program is usable but severely limited.

“Severity Level 3” also known as medium severity level, means a moderate loss of Application functionality or performance resulting in multiple users impacted in their normal functions. This includes a minor feature/product failure, and a convenient workaround exists, with minor performance degradation, and not impacting production.

“Severity Level 4” also known as low severity level, means a minor loss of Application functionality, and how-to questions.

“Severity Level 5” also known as an enhancement, means a user request to add functionality to the Application that is beyond the scope contemplated in this SOW.

“Solution” means Software integrated into the Platform, and additional components that have been developed and tested separately by Contractor outside this SOW.

“Software” includes:

- In Task 1: changes to existing Interface(s) and, if applicable, new Interface(s) to integrate with the EPIC EHR at Lifespan. This does not include the algorithm.
- In Task 2: changes to existing Interface(s) and, if applicable, new Interface(s) to implement data flow from the RIDOH EMS system to the Platform.
- In Task 3: changes to existing Interface(s) and, if applicable, new Interface(s) to integrate PDMP data into EHR workflows.
- In Task 4: changes to existing Interface(s) and, if applicable, new Interface(s) to allow for SBIRT screenings and results to be collected and shared to the specifications and business requirements defined and mutually agreed upon in Milestone 4.1.
- In Task 5: changes to existing Interface(s) and, if applicable, new Interface(s) to implement the Intelligent Overdose Alert in Platform.

“System Testing” means the phase of the SDLC where the development team brings their independently developed components together in a development environment.

“UAT Tester” means a person designed by the end user organization and approved by the Contractor authorized to report Incidents pre-Go-Live in Functional Testing, Integration Testing and User Acceptance Testing.

“Unit Testing” means the phase of the SDLC where the development team independently tests the code and configuration they have independently developed and tested.

“User Acceptance Testing” also known as “UAT” means the phase of the SDLC where the UAT Tester(s) use the Solution to determine if the Solution meets the UAT Tester(s)’ expectations.

“Work Plan” means a detailed document which includes the following components:

- Project milestones

- Timeframes
- Resource(s) responsible

TASK 1: ED SMART NOTIFICATIONS (EDSN)

The goal of EDSN will be to embed Health Information Exchange (HIE) data into the Electronic Health Records (EHRs) of all Lifespan hospital Emergency Departments (EDs) in Rhode Island so that the data can be accessible to Lifespan ED providers at the point of care in accordance with contractual agreements between Lifespan and RIQI.

For EDSN, HIE data will be used to flag patients that may be at risk of certain conditions like substance use disorders, and provide high-level summary information about those risks to be displayed quickly in the ED track board for the viewing provider.

The embedded data will be defined through the Business Requirements Document and is anticipated to consist of an alert flag in the ED track board which will highlight PDMP information, treating relationships with PCP or community mental health organizations, ED utilization history, relevant clinical history, and/or risk modeling based upon the design requested by clinicians in the ED. The data is already being collected through existing ADT and CCD feeds (with the exception of PDMP data, which will be incorporated through a contract with the RIDOH) in many cases supplied by the hospitals to the HIE on all patients (not just CurrentCare enrolled).

Phase 1: Planning

Milestone 1.1: Business Requirement Document – Work with the state and stakeholders to develop a document which lists business requirements for the system to implement the algorithm, which is external to this agreement, be effective, including user stories, assumptions, non-functional requirements, descriptions of the product and how it might be used in practice, business rules, constraints, required data elements, and any mutually agreeable business process diagram(s). For greater clarity, only the use of the algorithm is within the scope of this SOW.

Milestone 1.2: Solution Architecture Document - Develop a document which describes the components of the system and how and when the data will flow between them. This document will include schematics that detail the data flow, any constraints on the system/data, and describe privacy and security considerations.

Milestone 1.3: Technical Design Document – Develop a detailed document which includes the following components:

- Structure of static components, interfaces, and dependencies and how they relate to each other dynamically
- Data models
- Deployment considerations
- Assumptions

Phase 2: Execute - Build

Milestone 1.4: Work Plan – Develop a detailed document which includes the following components:

- Project milestones
- Timeframes
- Resource(s) responsible

Milestone 1.5: Test Plan and Test Case Documentation – Development of testing plan including goals, test cases, and people involved. Note, Milestone 1.4: Work Plan will be updated with the timeframes and milestones in support of the Test Plan and Test Case Documentation.

Milestone 1.6: System Testing Initiated – Early development is complete, and iterative system testing begins in order to validate initial development and inform additional development. This milestone is met on the calendar day when the System Testing phase commences.

Milestone 1.7: Development Complete– Development of the system complete. This milestone is met when all Unit Testing is complete.

Milestone 1.8: System Testing Complete – System testing is where the different code and configuration developed by individual developers come together and the developers validate the system prior to delivery for Functional Testing. This milestone is met when the development team confirms the Software meets the business requirements.

Phase 3: Execute – Testing

Milestone 1.9: Functional Testing Complete – The goal of Functional Testing is to validate the in scope functionality defined in the Business Requirements Document is performing as expected. The expected results are determined through the user stories in the Business Requirements Document. If there is disagreement of the interpretation of functionality, the parties will work together to find a mutually agreeable clarifying statement. This milestone is met when there are no Open Issues.

Milestone 1.10: PDMP System Connectivity to ED Smart Notifications System – Develop and document a methodology for incorporating PDMP data into the EDSN model in compliance with state laws and regulations. Implement this methodology. This milestone is met when the Rhode Island PDMP is integrated with the ED Smart Notifications System and the methodology for incorporating out of state PDMP data is documented.

Milestone 1.11: Push Integration Interface – Develop the push integration interface that can be used across multiple EHRs, using Epic as the initial prototype. At go live, this interface will serve the purpose of pushing relevant data as designed in the model into the ED track board in the form of a flag or other indicator, and provide high level information on the patient relevant to ED clinicians. This milestone is met when the development of this interface is complete and Contractor has requested testing of this interface with Lifespan.

Milestone 1.12: Integration Testing Complete - Final, iterative testing of the push integration interface is completed and the interface is ready for production. This milestone is met when there are no Open Issues.

Milestone 1.13: User Acceptance Testing Complete –Final user acceptance testing on data by the User Acceptance Team, which may include ED clinicians, is completed, including the incorporation of constructive feedback into the design of the interface and how data is displayed within Epic. Go live is authorized if the majority of UAT Tester(s) feedback from UAT Tester(s) participating in User Acceptance Testing indicates the interface works well including responsiveness, provides accurate and relevant information to them in an agreeable format, and there are no major flaws with the underlying data that raises alarm from users, and there are no Open Issues. It is the preference of both parties to use real production data for User Acceptance Testing. Both parties understand use of real production data may not be feasible or permitted.

Milestone 1.14: Post Go-Live Tracking Plan – Develop a Post Go-Live Tracking Plan. This plan should include:

- Identification of Issue Reporters at Lifespan who will log Issues with Contractor
- Strategy for tracking reports of Issues by Severity level (Severity Level 1, 2, 3, 4,5) and providing updates to the Issue Reporter(s) who report each Issue on the status of the resolution
- Strategy for communicating with the state regarding the successes and challenges (including the full issue log) throughout the Post Go-Live Period
- Strategy for communicating with stakeholders. Contractor should have a clearly communicated method for the Issue Reporter(s) at Lifespan to contact the Contractor should there be any Issues in the implementation. This should include:
 - A method for reporting an Issue
 - Realistic expectations around Issue resolution
- Strategy for responding to Issue reports internal to Contractor

Phase 4: Execute –Go-Live

Milestone 1.15: Go Live– EDSN is implemented in the production system at a Lifespan hospital EDs.

Phase 5: Closure – Post Go-Live Period

Milestone 1.16: Completion of 90-Day Post Go-Live Period –During the Post Go-Live Period, Contractor agrees to follow the End User Issues Tracking Plan developed in Milestone 1.14, correct Open Issues and provide support to Issue Reporter(s). Severity Level 3, Severity Level 4 and Severity Level 5 are excluded from this milestone. At the completion of the Post Go-Live Period, if there are no Open Issues and the Software is Operable, this milestone is met.

The state may reduce the total payment for Milestone 1.16 in accordance with the following Service Level Requirements:

Table 1: EDSN Service Level Requirements		
Item	Description	Penalty
Prolonged Outages	Software is inoperable, meaning that Users cannot use the system due to Issues primarily caused by Contractor and within Contractor's responsibility, for longer than 72 hours (accrued cumulatively in minutes of each Outage) during the Post Go-Live Period.	Up to 10% of amount owed for completion of Milestone 1.16
Data errors	Software is returning incorrect data to the Emergency Department based on a Problem primarily caused by Contractor and within Contractor's responsibility, excluding the algorithm and quality of data from the data source.	10% per Problem of amount owed for completion of Milestone 1.16
Software Inoperable	If at the end of the Post Go-Live Period the Software is Inoperable, the Contractor will be given an opportunity to demonstrate that the Software is Operable within three (3) business days (excluding weekends and Contractor recognized holidays), before a determination of any penalty is made. Contractor may mutually agree with the state to extend the end date of the Post Go-Live Period.	100% of amount owed for completion of Milestone 1.16

TASK 2: EMS SYSTEM INTEGRATION

The EMS System Integration Task will allow data from the Rhode Island Department of Health's EMS reporting system to be sent to CurrentCare for the purpose of sharing data with other Medicaid providers who participate in CurrentCare. ADTs will be integrated into other ADT processes, such as CurrentCare Alerts, and CCDA formatted documents will be incorporated into patient records and bi-directional exchange.

Phase 1: Planning

Milestone 2.1: Business Requirement Document – Work with the state and stakeholders to develop a document which lists business requirements for the system to be effective, including user stories, assumptions, non-functional requirements, descriptions of the product and how it might be used in practice, business rules, constraints, required data elements, and any mutually agreeable business process diagram(s).

Milestone 2.2: Solution Architecture Document - Develop a document which describes the components of the system and how and when the data will flow between them. This document will include schematics that detail the data flow, any constraints on the system/data, and describe privacy and security considerations.

Milestone 2.3: Technical Design Document – Develop a detailed document which includes the following components:

- Structure of static components, interfaces, and dependencies and how they relate to each other dynamically
- Data models

- Deployment considerations
- Assumptions

Phase 2: Execute – Build

Milestone 2.4: Work Plan – Develop a detailed document which includes the following components:

- Project milestones
- Timeframes
- Resource(s) responsible

Milestone 2.5: Test Plan and Test Case Documentation – Development of testing plan including goals, test cases, and people involved. Note, Milestone 2.4: Work Plan will be updated with the timeframes and milestones in support of the Test Plan and Test Case Documentation.

Milestone 2.6: System Testing Initiated – Early development is complete, and iterative system testing begins in order to validate initial development and inform additional development. This milestone is met on the calendar day when the System Testing phase commences.

Milestone 2.7: Development Complete– Development of the system is complete. This milestone is met when Unit Testing is complete.

Milestone 2.8: System Testing Complete – System testing is where the different code and configuration developed by individual developers come together and the developers validate the system prior to delivery for Functional Testing. This milestone is met when the development team confirms the Software meets the business requirements.

Phase 3: Execute – Testing

Milestone 2.9: Functional Testing Complete – The goal of Functional Testing is to validate the in scope functionality defined in the Business Requirement Document is performing as expected. The expected results are determined through the user stories in the Business Requirement Document. If there is disagreement of the interpretation of functionality, the parties will work together to find a mutually agreeable clarifying statement. This milestone is met when there are no Open Issues.

Milestone 2.10: Integration Testing Complete - Final, iterative testing of the interface is completed and the interface is ready for production. This milestone is met when there are no Open Issues.

Milestone 2.11: User Acceptance Testing Complete –Final user acceptance testing on data by the User Acceptance Team is completed. Go live is authorized if the majority of UAT Tester(s) feedback from UAT Tester(s) participating in User Acceptance Testing indicates the interface works well including responsiveness, provides accurate and relevant information to them in an agreeable format, and there are no major flaws with the underlying data that raises alarm from users, and there are no Open Issues. It is the preference of both parties to use real production data for User Acceptance Testing. Both parties understand use of real production data may not be feasible or permitted.

Milestone 2.12: Post Go-Live Period Tracking Plan – Develop a Post Go-Live Period Tracking Plan. This plan should include:

- Identification of Issue Reporters who will log Issues with Contractor
- Strategy for tracking reports of Issues by Severity level (Severity Level 1, 2, 3, 4,5) and providing updates to the Issue Reporter(s) who report each Issue on the status of the resolution
- Strategy for communicating with the state regarding the successes and challenges (including the full issue log) throughout the Post Go-Live Period
- Strategy for communicating with stakeholders. Contractor should have a clearly communicated method for the Issue Reporter(s) to contact the Contractor should there be any Issues in the implementation. This should include:
 - A method for reporting an Issue
 - Realistic expectations around Issue resolution
- Strategy for responding to Issue reports internal to Contractor

Phase 4: Execute – Go-Live

Milestone 2.13: Go Live– Functionality is implemented in the production system.

Phase 5: Closure – Post Go-Live Period

Milestone 2.14: Completion of 90-Day Post Go-Live Period –During the Post Go-Live Period, Contractor agrees to follow the End User Issues Tracking Plan developed in Milestone 2.12, correct Open Issues and provide support to Issue Reporter(s). Severity Level 3, Severity Level 4 and Severity Level 5 are excluded from this milestone. At the completion of the Post Go-Live Period, if there are no Open Issues and the Software is Operable, this milestone is met.

The state may reduce the total payment for Milestone 2.14 in accordance with the following Service Level Requirements:

Table 2: EMS Integration Service Level Requirements		
Item	Description	Penalty
Prolonged Outages	Software is inoperable, meaning that Users cannot use the system due to Issues primarily caused by Contractor and within Contractor’s responsibility, for longer than 72 hours (accrued cumulatively in minutes of each Outage) during the Post Go-Live Period.	Up to 10% of amount owed for completion of Milestone 2.14
Software Inoperable	If at the end of the Post Go-Live Period the Software is Inoperable, the Contractor will be given an opportunity to demonstrate that the Software is Operable within three (3) business days (excluding weekends and Contractor recognized holidays), before a determination of any penalty is made. Contractor may mutually agree with the state to extend the end date of the Post Go-Live Period.	100% of amount owed for completion of Milestone 2.14

TASK 3: PDMP INTEGRATIONS (STATEWIDE IMPLEMENTATION)

The PDMP Integration is intended to rollout the integration of PDMP interface in organizations across the state of Rhode Island. The PDMP functionality is desired to be integrated into organization's workflows for prescribing controlled substances. The organization must have staff with a controlled substance registration from the Department of Health, or licensed pharmacists responsible for dispensing Schedule II, III, IV or V drugs. Potential organizations may include hospitals, practices, facilities, and/or pharmacies. For clarity, this SOW does not include these entities' costs for PDMP integration.

Phase 1: Planning

Milestone 3.1: PDMP Interface List - The PDMP Interface list will be document will contain the list of organizations in Rhode Island that have either expressed an interest in integrating with the PDMP or that the Rhode Island Department of Health ("RIDOH") has identified as potential organization to integrate with. The content of the document will be mutually agreed between Contractor and RIDOH and may contain information that identify if the EHR has existing capabilities to integrate with PDMP, the number of patients, the number of controlled substance prescribers, EHR vendor, a ranking of organizational interest in integrating with the PDMP and the EHR type, defined as:

- Type 1– The first integration with a new EHR vendor system, acknowledging that the first integration with each system will involve a learning experience and a deeper dive into the method of technical implementation. (This does not apply to different versions by the same EHR vendor)
- Type 2 Additional integrations with new providers using the same EHR where a Type 1 interface already occurred.

Contractor will work with RIDOH to determine the order of preference for the organizations to integrate within this Task. Contractor will request a letter of commitment from organizations. This milestone is met when the list is sorted in prioritized order.

Milestone 3.2: Work Plan (including rollout plan and timeline) – Create a project Work Plan which describes the tasks and milestones needed to integrate a mutually agreeable list of organizations from Milestone 3.1 with the PDMP. The Work Plan will include the following components:

- Project milestones
- Timeframes
- Role(s) responsible

This milestone is met when the Work Plan has been created.

Milestone 3.3: Risk Management Plan – The goal of the Risk Management Plan is to determine how the risks to the PDMP Integration will quantitatively and qualitatively be identified, managed and mitigated. RIDOH, EOHHS and Contractor agree to work in good faith to develop and document the Risk Management Plan. This milestone is met when the Risk Management Plan is documented.

Phase 3: Execute

Milestone 3.4: Workflow integrations with clinical systems. The implementation of the integrations is based on the Work Plan from Milestone 3.2. This milestone will be billed on a time and materials basis at a rate of \$125/hour for Contractor. Budget will be updated should additional hours and/or a Sub Contractor be required.

TASK 4: SBIRT Registry

The goal of the SBIRT Registry functionality is to leverage the SIM Consumer Engagement Platform and capture SBIRT and GPRA screenings. The SIM SBIRT/CHT sites and other sites will be provided access to use the system as a method of meeting the requirements for the Public Health Reporting objective under the Medicaid EHR Incentive Program. In the event the SIM Consumer Engagement Platform is not able to support the functional or technical needs to capture SBIRT and GPRA, the parties will work together in good faith and if applicable, create a change order.

Phase 1: Planning

Milestone 4.1: Integration Analysis Document – The state shall deliver the SBIRT business requirements to Contractor. Contractor will review the SBIRT business requirements, SBIRT solution architecture, and the current state of the Consumer engagement Platform, which is outside of this SOW, to document the method to move forward. Once the parties agree on the scope of how to implement the SBIRT business requirements, the Parties agree to amend the Business Requirements Document and this SOW as necessary and mutually agreed.

Milestone 4.2: Technical Design Document – Develop a detailed document which includes the following components:

- Structure of static components, interfaces, and dependencies and how they relate to each other dynamically
- Data models
- Deployment considerations
- Assumptions

Phase 2: Execute - Build

Milestone 4.3: Work Plan – Develop a detailed document which includes the following components:

- Project milestones
- Timeframes
- Resource(s) responsible

Milestone 4.4: Test Plan and Test Case Documentation – Development of testing plan including goals, test cases, and people involved. Note, Milestone 4.4: Work Plan will be updated with the timeframes and milestones in support of the Test Plan and Test Case Documentation.

Milestone 4.5: System Testing Initiated – Early development is complete, and iterative system testing begins in order to validate initial development and inform additional development. This milestone is met on the calendar day when the System Testing phase commences.

Milestone 4.6: Development Complete– Development of the system is complete. This milestone is met when Unit Testing is complete.

Milestone 4.7: System Testing Complete – System testing is where the different code and configuration developed by individual developers come together and the developers validate the system prior to delivery for Functional Testing. This milestone is met when the development team confirms the Software meets the business requirements.

Phase 3: Execute - Testing

Milestone 4.8: Functional Testing Complete – The goal of Functional Testing is to validate the in scope functionality defined in the Business Requirement Document is performing as expected. The expected results are determined through the user stories in the Business Requirement Document. If there is disagreement of the interpretation of functionality, the parties will work together to find a mutually agreeable clarifying statement. This milestone is met when there are no Open Issues.

Milestone 4.9: Integration Testing Complete - Final, iterative testing of the interface is completed and the interface is ready for production. This milestone is met when there are no Open Issues.

Milestone 4.10: User Acceptance Testing Complete –Final user acceptance testing on data by the User Acceptance Team is completed, including the incorporation of constructive feedback into the design of the interface and how data is displayed within Epic. Go live is authorized if the majority of UAT Tester(s) feedback from UAT Tester(s) participating in User Acceptance Testing indicates the interface works well including responsiveness, provides accurate and relevant information to them in an agreeable format, and there are no major flaws with the underlying data that raises alarm from users, and there are no Open Issues. It is the preference of both parties to use real production data for User Acceptance Testing. Both parties understand use of real production data may not be feasible or permitted.

Milestone 4.11: Post Go-Live Period Tracking Plan – Develop a Post Go-Live Period Tracking Plan. This plan should include:

- Identification of Issue Reporters who will log Issues with Contractor
- Strategy for tracking reports of Issues by Severity level (Severity Level 1, 2, 3, 4,5) and providing updates to the Issue Reporter(s) who report each Issue on the status of the resolution
- Strategy for communicating with the state regarding the successes and challenges (including the full issue log) throughout the Post Go-Live Period
- Strategy for communicating with stakeholders. Contractor should have a clearly communicated method for the Issue Reporter(s) to contact the Contractor should there be any Issues in the implementation. This should include:
 - A method for reporting an Issue
 - Realistic expectations around Issue resolution
- Strategy for responding to Issue reports internal to Contractor

Phase 4: Execute – Go-Live

Milestone 4.12: Go Live– SBIRT functionality is implemented in the production system.

Phase 5: Closure – Post Go-Live Period

Milestone 4.13: Completion of 90-Day Post Go-Live Period –During the Post Go-Live Period, Contractor agrees to follow the Post Go-Live Period Tracking Plan developed in Milestone 4.11, correct Open Issues and provide support to Issue Reporter(s). Severity Level 3, Severity Level 4 and Severity Level 5 are excluded from this milestone. At the completion of the Post Go-Live Period, if there are no Open Issues and the Software is Operable, this milestone is met.

The state may reduce the total payment for Milestone 4.13 in accordance with the following Service Level Requirements:

Table 4: SBIRT Service Level Requirements		
Item	Description	Penalty
Prolonged Outages	Software is inoperable, meaning that Users cannot use the system due to Issues primarily caused by Contractor and within Contractor’s responsibility, for longer than 72 hours (accrued cumulatively in minutes of each Outage) during the Post Go-Live Period.	Up to 10% of amount owed for completion of Milestone 4.14
Data errors	Contractor Software is returning incorrect data to the Emergency Department based on a Problem primarily caused by Contractor and within Contractor’s responsibility, excluding the quality of data from the data source.	10% per Problem of amount owed for completion of Milestone 4.14
Software Inoperable	If at the end of the Post Go-Live Period the Software is Inoperable, the Contractor will be given an opportunity to demonstrate that the Software is Operable within three (3) business days (excluding weekends and Contractor recognized holidays), before a determination of any penalty is made. Contractor may mutually agree with the state to extend the end date of the Post Go-Live Period.	100% of amount owed for completion of Milestone 4.14

TASK 5: INTELLIGENT OVERDOSE ALERT

The intelligent overdose alert will improve the CurrentCare Alerts by including drug overdose or potential overdose information.

Phase 1: Design

Milestone 1: Business Requirement Document – The Business Requirement Document will identify what additional information will be added to an alert. The Department of Health (RIDOH) and Department of Behavioral Health, Development Disabilities and Hospitals (BHDDH) and physicians in the community will be consulted to assist with this milestone.

Phase 2: Build and Test

Milestone 2: Develop Intelligent Alert – The intelligent alert functionality will be developed. This milestone is met when Unit Testing is complete.

Phase 3: Implementation

Milestone 3: Go Live – The intelligent alert is implemented in production.

ADDENDUM II

BUDGET

TASK 1: ED Smart Notifications		
Milestone #	Milestone Name	Milestone Amount
Planning		
1.1	Business Requirements	\$60,000.00
1.2	Solution Architecture	\$20,000.00
1.3	Technical Design	\$60,000.00
Execute - Build		
1.4	Development Work Plan Completed; Development Commencement	\$40,000.00
1.5	Test Plan and Test Case documentation	\$50,000.00
1.6	System Testing Initiated	\$20,000.00
1.7	Development Complete	\$56,500.00
1.8	System Testing Complete	\$40,000.00
Execute – Testing		
1.9	Functional Testing Complete	\$70,000.00
1.10	PDMP System Connectivity to ED Smart Notifications System	\$35,000.00
1.11	Push Integration Interface	\$40,000.00
1.12	Integration Testing Complete	\$40,000.00
1.13	User Acceptance Testing Complete	\$40,000.00
1.14	End User Issues Tracking Plan	\$5,000.00
1.15	Go Live	\$41,000.00
Post Go-Live Period		
1.16	90-Day Post Go Live Period Completion (Starts after first go-live)	\$32,500.00
	Total TASK 1	\$650,000.00
TASK 2: EMS Integration		
Milestone #	Milestone Name	Milestone Amount
Planning		
2.1	Business Requirements	\$30,000.00
2.2	Solution Architecture	\$10,000.00
2.3	Technical Design	\$20,000.00
Execute - Build		
2.4	Development Work Plan Completed; Development Commencement	\$40,000.00
2.5	Test Plan and Test Case documentation	\$10,000.00
2.6	System Testing Initiated	\$10,000.00

2.7	Development Complete	\$22,500.00
2.8	System Testing Complete	\$20,000.00
Execute - Testing		
2.9	Functional Testing Complete	\$20,000.00
2.10	Integration Testing Complete	\$20,000.00
2.11	User Acceptance Testing Complete	\$20,000.00
2.12	End User Issues Tracking Plan	\$5,000.00
2.13	Go Live	\$10,000.00
Post Go-Live Period		
2.14	90-Day Post Go Live Period Completion	\$12,500.00
	Total TASK 2	\$250,000.00
TASK 3: PDMP Integrations (Statewide Implementation)		
Milestone #	Milestone Name	Milestone Amount
Planning		
3.1	PDMP Interface List	\$20,000.00
3.2	Work Plan	\$12,500.00
3.3	Risk Management Plan	\$12,000.00
Execute		
3.4	Workflow integrations with clinical systems NOTE: This milestone will be billed on a time and materials basis at a rate of \$125/hour for Contractor. Budget will be updated should additional hours and/or a Sub Contractor be required.	\$134,000.00
Project Phase: Closure		
	Total TASK 3	\$178,500.00
TASK 4: SBIRT Registry		
Milestone #	Milestone Name	Milestone Amount
Planning		
4.1	Integration Analysis Document	\$20,000.00
4.2	Technical Design	\$20,000.00
Execute - Build		
4.3	Development Work Plan Completed; Development Commencement	\$30,000.00
4.4	Test Plan and Test Case documentation	\$20,000.00
4.5	System Testing Initiated	\$23,000.00
4.6	Development Complete	\$23,000.00
4.7	System Testing Complete	\$28,000.00
Execute -		

Testing		
4.8	Functional Testing Complete	\$20,000.00
4.9	Integration Testing Complete	\$23,000.00
4.10	User Acceptance Testing Complete	\$20,000.00
4.11	End User Issues Tracking Plan	\$5,000.00
4.12	Go Live	\$15,000.00
Post Go-Live Period		
4.13	90-Day Post Go Live Period Completion (Starts after first go-live)	\$13,000.00
	Total TASK 4	\$260,000.00
TASK 5: Intelligent Overdose Alert		
Milestone #	Milestone Name	Milestone Amount
Design		
5.1	Business Requirements	\$3,000.00
Build and Test		
5.2	Develop Intelligent Alert	\$5,000.00
Implement		
5.3	Go Live	\$2,000.00
Project Phase: Closure		
	Total TASK 5	\$10,000.00
CONTRACT TOTAL		\$1,348,500.00

ADDENDUM III
PAYMENTS AND REPORTS
SCHEDULE

Special Note: EOHHS has approved funding through June 30, 2018, and requirements to track all “after go-live” metrics listed below through the Post Go-Live Period of Tasks 1-5, as well as when the state is required to provide a final report. Any delays in implementation that extend past the end of the grant period will require approval from CMS and the Rhode Island Foundation before continued work and funding can be guaranteed.

Documentation Requirements:

As a component of the routine work to accomplish the milestones outlined in Addendum I: Scope of Work, Contractor shall document all Issues, enhancement requests, and risks and communicate them in good faith in a timely and transparent way to EOHHS through check-in calls and/or monthly progress reports.

Reporting Requirements during the term of the SOW:

At least bi-weekly:

- Provide at least bi-weekly updates on project progress through
 - project team check-in calls (length and scope of the check-in call will be dependent upon the number of items that require input from EOHHS)
 - project dashboards and
 - reports on project status
- Update work plans where changes have occurred
- Communicate any changes in risk statuses
- Review issue logs, including level of severity

Monthly: Provide monthly progress reports to EOHHS on the last business day in each month, which includes:

- Accomplishments/milestones met
- Project risks, risk mitigation, risks that have been converted to Issues
- If applicable, Project Change Request Forms, which will identify requested changes to the scope and timeline
- Current version of the Work Plan
- For each “time and materials” milestone, a report on the number of hours used in the month, the total number of hours used from Commencement Date and the number of hours remaining.
- Updates on all metrics as follows:

Tasks 1: ED Smart Notifications

- 1) Pre Go-Live
 - a) Number and type of users involved in user acceptance testing
- 2) During the Post Go-Live Period and when the state is required to provide a final report
 - a) Outage log, including all Outages related to the Application, the length of the Outage in minutes and cumulative duration of all Outages.
 - b) Number and type of clinicians with access to alerts
 - c) Number of records with an alert shared through the track board
 - d) Number of records that were processed, but not shared through the track board.

Task 2: EMS Integration

- 1) Pre Go-Live

- a) Number and type of users involved in user acceptance testing
- 2) During the Post Go-Live Period and when the state is required to provide a final report
 - a) Outage log, including all Outages related to the Application, the length of the Outage in minutes and cumulative duration of all Outages.
 - b) Number of CurrentCare Viewer users with access to EMS data
 - c) Number of clinicians with access to EMS data through integration
 - d) Number of Hospitals with access to EMS data through integration

Task 3: PDMP Integrations

- 1) Pre Go-Live
 - a) Count of integrations by Type 1 and Type 2, with statuses of not started, in development, in testing, in production
- 2) After Go-Live (numbers under this contract only)
 - a) Number of client systems with access to PDMP data through integrations
 - b) Number of unique physical locations with access to PDMP data through integrations
 - c) Number of controlled substances prescribers with access to PDMP data through integrations
 - d) Number of views of PDMP records across all locations

Tasks 4: SBIRT Registry

- 1) Pre Go-Live
 - a) Number and type of users involved in user acceptance testing
- 2) During the Post Go-Live Period and when the state is required to provide a final report
 - a) Outage log, including all Outages related to the Application, the length of the Outage in minutes and cumulative duration of all Outages.
 - b) Number of users with access to SBIRT Registry by type of user (license type, credential, etc.)
 - c) Number of unique physical locations with credentialed users in the SBIRT Registry
 - d) Number of unique individuals with an SBIRT screening in the registry, by type of screening tool, and overall.
 - e) Number of SBIRT screenings by type of screening tool
 - f) Number of SBIRT screening results that are made available in/through CurrentCare

Task 5: Intelligent Overdose Alert

- 1) Pre Go-Live
 - a) Number and type of users involved in user acceptance testing
- 2) During the Post Go-Live Period and when the state is required to provide a final report
 - a) Number of Overdose alerts sent
 - b) Ratio of Number of intelligent overdose alerts sent to the full number of alerts sent.

Milestone Approval Procedure:

- Step 1: Submission – Contractor shall notify EOHHS in writing that the milestone has been completed and the business requirements of the milestone have been met., which will trigger the Approval Procedure.
- Step 2: Review - Within seven (7) business days, EOHHS will approve, conditionally approval or disapproval the milestone. Move to Step 3. If EOHHS has not delivered a determination to the Contractor for the milestone, then within thirty (30) calendar days starting from the first calendar day in Step 1, the milestone will be considered in dispute and resolved pursuant to paragraph 34 of the Agreement and will be resolved.
- Step 3: Determination – Once the review is complete, EOHHS will notify Contractor of a determination of approval, conditional approval or disapproval. Upon an approval or conditional approval, Contractor may bill for the milestone. Upon a disapproval determination, EOHHS and Contractor shall work together to determine the steps necessary for approval or if applicable, complete a change order.

Severity Level Assignment Procedure:

- Step 1: Initial Severity Assignment by Contractor –Contractor shall assign a Severity Level to the Issue based on their assessment of the Issue along with any external input as to the impact of the Issue.
- Step 2: Confirmation by EOHHS – During Issue log review meetings, RIQI will review with EOHHS each open Issue and the assigned Severity Level. If the Severity Level is requested to be altered, the parties agree to work in good faith to come to mutual agreement.
- Step 3: Resolving disagreement – :
 - (1) if the dispute regarding Severity Level of an Issue will not impact Milestone completion, the disagreement shall be noted, and operations will continue as if the Severity Level is the lesser Severity Level.
 - (2) if the disagreement with Severity Level remains and a Milestone completion is contingent upon the agreement from severity level, the parties will work in good faith and attempt to resolve the disagreement. If the parties cannot resolve the disagreement with thirty (30) calendar days from the first calendar day of the disagreement, the Issue will be considered in dispute and resolved pursuant to paragraph 34 of the Agreement and will be resolved.

Payments:

The contractor shall bill EOHHS monthly by the 15th of the following month. The bill will delineate for each deliverable task the number and types of deliverables achieved and the associated cost as specified in the contract budget. The fixed price of the milestone will be identified for all fixed price milestones, For greater clarity, any milestone not expressly identified with “time and materials” shall be considered a fixed price milestone. For milestones that are “time and materials” based milestones, the bill will identify the number of hours spent on the task and include the specified rate.

Reports:

The Contractor will have 15 days after the end of the month to submit a monthly report.

Invoices and reports should be sent to:

Amy Zimmerman, State HIT Coordinator
Executive Office of Health and Human Services
3 West Road
Cranston RI 02902
amy.zimmerman@ohhs.ri.gov

And

Melissa Lauer, HIT Specialist
Executive Office of Health and Human Services
3 West Road
Cranston, RI 02902
Melissa.lauer@ohhs.ri.gov

ADDENDUM IV FISCAL ASSURANCES

1. The Contractor agrees to segregate all receipts and disbursements pertaining to this agreement from recipients and disbursements from all other sources, whether by separate accounts or by utilizing a fiscal code system.
2. The Contractor assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.
3. The Contractor assures the existence of an audit trail which includes: cancelled checks, voucher authorization, invoices, receiving reports, and time distribution reports.
4. The Contractor assures a separate subsidiary ledger of equipment and property will be maintained.
5. The Contractor agrees any unexpended funds from this agreement are to be returned to the Executive Office at the end of the time of performance unless the Executive Office gives written consent for their retention.
6. The Contractor assures insurance coverage is in effect in the following categories: bonding, vehicles, fire and theft, and liability.
7. The following Federal requirements shall apply pursuant to OMB Guidance for Grants and Agreements. Where applicable:
 - Subpart A - Acronyms and Definitions (200.0 – 200.99)
 - Subpart B – General Provisions (200.100 – 200.113)
 - Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards (200.200 – 200.211)
 - Subpart D – Post Federal Award (200.300 – 200.345)
 - Subpart E – Cost Principles (200.400 – 200.475)
 - Subpart F – Audit Requirements(200.500 – 200.521)
 - All Subsequent Addenda
8. If the Contractor expends Federal awards during the Contractor's particular fiscal year of \$750,000 or more, then 2 CFR § 200.500 et. seq., audits of states, local governments and non-profit organizations shall also apply or if applicable, an audit shall be performed in accordance with "Government Auditing Standards" as published by the Comptroller General of the United States (see Paragraph 24).
9. This agreement may be funded in whole or in part with Federal funds. If so, the CFDA reference number is _____. The Contractor must review applicable Federal Statutes, regulations, terms and conditions of the Federal Award in accordance with 2 CFR § 200.331 (a)(2).

ADDENDUM V

RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the Executive Office of Health and Human Services (EOHHS) are subject to the provisions of Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Health And Human Services (DHHS), which is located at 45 CFR, Part 80, collectively referred to hereinafter as Title VI. EOHHS contracts with Contractors include a Contractor's assurance that in compliance with Title VI and the implementing regulations, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its programs and activities on the grounds of race, color, or national origin. Additional DHHS guidance is located at 68 FR 47311-02.

EOHHS reserves its right to at any time review Contractors to assure that they are complying with these requirements. Further, EOHHS reserves its right to at any time require from Contractors, Sub-Contractors and Vendors that they are also complying with Title VI.

The Contractor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Title VI. An electronic copy of the service providers written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to EOHHS upon request.

The Contractor's written compliance plan must address the following requirements:

- ☐ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Title VI standards.
- ☐ Designation of a compliance officer who is accountable to the service provider's senior management.
- ☐ Effective training and education for the compliance officer and the organization's employees.
- ☐ Enforcement of standards through well-publicized guidelines.
- ☐ Provision for internal monitoring and auditing.
- ☐ Written complaint procedures
- ☐ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.

- Provision that all Contractors, Sub-Contractors and Vendors of the service provider execute assurances that said Contractors, Sub-Contractors and Vendors are in compliance with Title VI.

The Contractor must enter into an agreement with each Sub-Contractor or Vendor under which there is the provision to furnish to it, DHHS or EOHHS on request full and complete information related to Title VI compliance.

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS or EOHHS, full and complete information on Title VI compliance by the Contractor and/or any Sub-Contractor or Vendor of the Contractor.

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Title VI regulations. A copy of the regulations is available upon request from the community relations liaison officer, **Executive Office of Health and Human Services**, 41 West Road, Cranston, RI 02920; telephone number: (401) 462-5241.

THE REGULATIONS ADDRESS THE FOLLOWING TOPICS:

SECTION:

80.1	PURPOSE
80.2	APPLICATION OF THIS REGULATION
80.3	DISCRIMINATION PROHIBITED
80.4	ASSURANCES REQUIRED
80.5	ILLUSTRATIVE APPLICATION
80.6	COMPLIANCE INFORMATION
80.7	CONDUCT OF INVESTIGATIONS
80.8	PROCEDURE FOR EFFECTING COMPLIANCE
80.9	HEARINGS
80.10	DECISIONS AND NOTICES
80.11	JUDICIAL REVIEW
80.12	EFFECT ON OTHER REGULATIONS; FORMS AND INSTRUCTIONS
80.13	DEFINITION

ADDENDUM VI

RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

NOTICE TO RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' CONTRACTORS OF THEIR RESPONSIBILITIES UNDER SECTION USC 504 OF THE REHABILITATION ACT OF 1973

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the **Executive Office Of Health and Human Services (EOHHS)** are subject to the provisions of Section 504 of the Rehabilitation Act of 1973 and the Implementing Regulations of the United States Department of Health And Human Services (DHHS), which are located at 45 CFR, part 84 hereinafter collectively referred to as Section 504. EOHHS contracts with service providers include the provider's assurance that it will comply with Section 504 of the regulations, which prohibits discrimination against handicapped persons in providing health, welfare, or other social services or benefits.

The Contractor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Section 504. An electronic copy of the Contractor's written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to EOHHS upon request.

The Contractor's written compliance plan must address the following requirements:

- ☐ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Section 504 standards.
- ☐ Designation of a compliance officer who is accountable to the service provider's senior management.
- ☐ Effective training and education for the compliance officer and the organization's employees.
- ☐ Enforcement of standards through well-publicized guidelines.
- ☐ Provision for internal monitoring and auditing.
- ☐ Written complaint procedures
- ☐ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- ☐ Provision that all Contractors, Sub-Contractors and Vendors of the service provider execute assurances that said Contractors, Sub-Contractors and Vendors are in compliance with Section 504.

The Contractor must enter into an agreement with each Sub-Contractor or Vendor under which there is the provision to furnish to the contractor, DHHS or EOHHS on request full and complete information related to Section 504 compliance.

The contractor must submit, within thirty-five (35) days of the date of a request by DHHS or EOHHS, full and complete information on Section 504 compliance by the Contractor and/or any Sub-Contractor or Vendor of the contractor.

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Section 504 regulations. A copy of the regulations, together with an August 14, 1978 Policy Interpretation of

General Interest to Providers of Health, Welfare, or Other Social Services or Benefits, is available upon request from the Community Relations Liaison Officer, **Executive Office of Health and Human Services**, 41 West Road, Cranston, RI 02920; telephone number (401) 462-5241. Contractors should pay particular attention to subparts A, B, C, and F of the regulations which pertain to the following:

SUBPART A - GENERAL PROVISIONS

SECTION:

- 84.1 PURPOSE
- 84.2 APPLICATION
- 84.3 DEFINITIONS
- 84.4 DISCRIMINATION PROHIBITED
- 84.5 ASSURANCE REQUIRED
- 84.6 REMEDIAL ACTION, VOLUNTARY ACTION, AND SELF-EVALUATION
- 84.7 DESIGNATION OF RESPONSIBLE EMPLOYEE AND ADOPTION OF GRIEVANCE PROCEDURES
- 84.8 NOTICE
- 84.9 ADMINISTRATIVE REQUIREMENTS FOR SMALL RECIPIENTS
- 84.10 EFFECT OF STATE OR LOCAL LAW OR OTHER REQUIREMENTS AND EFFECT OF EMPLOYMENT OPPORTUNITIES

SUBPART B - EMPLOYMENT PRACTICES

SECTION:

- 84.11 DISCRIMINATION PROHIBITED
- 84.12 REASONABLE ACCOMMODATION
- 84.13 EMPLOYMENT CRITERIA
- 84.14 PREEMPLOYMENT INQUIRIES
- 84.15 - 84.20 (RESERVED)

SUBPART C - ACCESSIBILITY

SECTION:

- 84.21 DISCRIMINATION PROHIBITED
- 84.22 EXISTING FACILITIES
- 84.23 NEW CONSTRUCTION
- 84.24 - 84.30 (RESERVED)

SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES

SECTION:

- 84.51 APPLICATION OF THIS SUBPART
- 84.52 HEALTH, WELFARE, AND OTHER SOCIAL SERVICES
- 84.53 DRUG AND ALCOHOL ADDICTS
- 84.54 EDUCATION AND INSTITUTIONALIZED PERSONS
- 84.55 PROCEDURES RELATING TO HEALTH CARE FOR HANDICAPPED INFANTS
- 84.56 – 84.60 (RESERVED)

ADDENDUM VII

DRUG-FREE WORKPLACE POLICY

Drug use and abuse at the workplace or while on duty are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the users of drugs may impair the well-being of all employees, the public at large, and result in damage to property. Therefore, it is the policy of the state that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Any employee(s) violating this policy will be subject to discipline up to and including termination. An employee may also be discharged or otherwise disciplined for a conviction involving illicit drug use, regardless of whether the employee's conduct was detected within employment hours or whether his/her actions were connected in any way with his or her employment. The specifics of this policy are as follows:

1. Any unauthorized employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on duty, regardless of whether the employee is on or off the premises of the employer will be subject to discipline up to and including termination.
2. The term "controlled substance" means any drugs listed in 21 USC, Section 812 and other Federal regulations. Generally, all illegal drugs and substances are included, such as marijuana, heroin, morphine, cocaine, codeine or opium additives, LSD, DMT, STP, amphetamines, methamphetamines, and barbiturates.
3. Each employee is required by law to inform the agency within five (5) days after he/she is convicted for violation of any Federal or State criminal drug statute. A conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any Federal or State Court.
4. The employer (the hiring authority) will be responsible for reporting conviction(s) to the appropriate Federal granting source within ten (10) days after receiving notice from the employee or otherwise receives actual notice of such conviction(s). All conviction(s) must be reported in writing to the Office of Personnel Administration (OPA) within the same time frame.
5. If an employee is convicted of violating any criminal drug statute while on duty, he/ she will be subject to discipline up to and including termination. Conviction(s) while off duty may result in discipline or discharge.
6. The state encourages any employee with a drug abuse problem to seek assistance from the Rhode Island Employee Assistance Program (RIEAP). Your Personnel Officer has more information on RIEAP.
7. The law requires all employees to abide by this policy.

ADDENDUM VIII
DRUG-FREE WORKPLACE POLICY
CONTRACTOR CERTIFICATE OF COMPLIANCE

I, Laura Adams, (Name) President & CEO (Title), **The Rhode Island Quality Institute**, a contractor doing business with the state of Rhode Island hereby acknowledge that I have received a copy of the state's policy regarding the maintenance of a **Drug-Free Workplace**. I have been informed that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (to include but not limited to such drugs as marijuana, heroin, cocaine, PCP, and crack, and may also include legal drugs which may be prescribed by a licensed physician if they are abused), is prohibited on the State's premises or while conducting State business. I acknowledge that my employees must report for work in a fit condition to perform their duties.

As a condition for contracting with the state, as a result of the Federal Omnibus Drug Act, I will require my employees to abide by the state's policy. Further, I recognize that any violation of this policy may result in termination of the contract.

SIGNATURE:



TITLE: **President & CEO**

DATE:

2 / 22 / 18

ADDENDUM IX

SUBCONTRACTOR COMPLIANCE

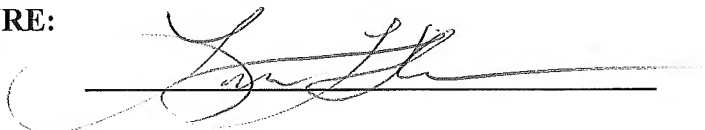
I, Laura Adams (Name), President & CEO (Title), **The Rhode Island Quality Institute** a contractor doing business with the state of Rhode Island, hereby certify that all approved subcontractors performing services pursuant to this agreement will have executed written contracts with **The Rhode Island Quality Institute**. All such contracts shall contain language identical to the following provisions of this agreement as follows:

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

PAR. 18. FEDERAL FUNDING PROVISIONS

SIGNATURE:



TITLE:

President & CEO

DATE:

2 / 22 / 18

ADDENDUM X

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part c - Environmental Tobacco Smoke (20 U.S.C.A. § 6081-6084), also known as the Pro-Children Act of 1994 (**Act**), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through state or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Any failure to comply with a prohibition in this section shall be a violation of this section and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty in an amount not to exceed \$1,000 for each violation, or may be subject to an administrative compliance order, or both, as determined by the Secretary. Each day a violation continues shall constitute a separate violation. In the case of any civil penalty under this section, the total amount shall not exceed the amount of Federal funds received by such person for the fiscal year in which the continuing violations occurred.

By signing and submitting this application the applicant/contractor certifies that it will comply with the requirements of the Act. The applicant/contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-contractors shall certify accordingly.

SIGNATURE:



TITLE: **President &CEO**

DATE:

2 / 22 / 18

ADDENDUM XI

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Executive Office's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Executive Office determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Executive Office. The Executive Office may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the Executive Office if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Executive Office.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled certification regarding debarment, suspension, ineligibility and voluntary exclusion - lower tier covered transactions, provided by the Executive Office, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list (of excluded parties).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by as prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Executive Office may terminate this transaction for cause of default.

ADDENDUM XII

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

The contractor, as the primary participant, certifies to the best of the contractor's knowledge and belief, that the contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE:



TITLE: **President & CEO**

DATE:

2 / 22 / 18

**ADDENDUM XIII
RESERVED**

ADDENDUM XIV

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment relating to this agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated equally during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the contractor relating to this agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
3. The Contractor shall inform the contracting Executive Office's equal employment opportunity coordinator of any discrimination complaints brought to an external regulatory body (RI Ethics Commission, RI Department of Administration, US DHHS Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
4. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
5. Contractors and subcontractors with agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.
6. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ADDENDUM XV

BYRD ANTI-LOBBYING AMENDMENT

No Federal or State appropriated funds shall be expended by the contractor for influencing or attempting to influence an officer or employee of any agency, a member of congress or State Legislature, an officer or employee of congress or state legislature, or an employee of a member of congress or state legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this agreement fulfills the requirement that contractors receiving over \$100,000 in Federal or State funds file with the Executive Office on this provision.

If any Non-Federal or State Funds have been or will be paid to any person in connection with any of the covered actions in this provision, the Contractor shall complete and submit a "Disclosure of Lobbying Activities" form.

The Contractor must certify compliance with all terms of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352) as published in the Federal Register May 27, 2003, Volume 68, Number 101.

The Contractor hereby certifies that it will comply with Byrd Anti-Lobbying Amendment provisions as defined in 45 CFR Part 93 and as amended from time to time.

SIGNATURE:



TITLE: President & CEO

DATE:

2/22/18

ADDENDUM XVI

**BID PROPOSAL
(IF APPLICABLE)**

ADDENDUM XVII
CORE STAFF POSITIONS

Executive Office's Project Officer:

Executive Office's Financial Officer:

Contractor's Project Officer: Rob Bowman

Contractor's Financial Officer: Faye Howard

ADDENDUM XVIII
FEDERAL SUBAWARD REPORTING
FFATA FORM

“Not Applicable”

ADDENDUM XIX

BUSINESS ASSOCIATE AGREEMENT ADDENDUM

Except as otherwise provided in this Business Associate Agreement Addendum, **Rhode Island Quality Institute**, (hereinafter referred to as “Business Associate”), may use, access or disclose Protected Health Information to perform functions, activities or services for or on behalf of the State of Rhode Island, (**EOHHS**) (hereinafter referred to as the “Covered Entity”), as specified herein and the attached Agreement between the Business Associate and the Covered Entity (hereinafter referred to as “the Agreement”), which this addendum supplements and is made part of, provided such use, access, or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d et seq., and its implementing regulations including, but not limited to, 45 CFR, parts 160, 162 and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (HITECH Act) and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates, Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26, and Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

1. Definitions:

A. Generally:

- (1) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 134.402, 164.410, 164.501 and 164.502.

- (2) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA, the Privacy and Security Rules and the HITECH Act: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific:

- (1) "Addendum" means this Business Associate Agreement Addendum.

- (2) "Agreement" means the contractual Agreement by and between the State of Rhode Island, (**EOHHS**) and Business Associate, awarded pursuant to State of Rhode Island's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

C. "Business Associate" generally has the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Rhode Island Quality

Institute.

D. "Client/Patient" means Covered Entity funded person who is a recipient and/or the client or patient of the Business Associate.

E. "Covered Entity" generally has the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Executive Office.

F. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed or consulted by authorized health care clinicians and staff.

G. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined in the HIPAA Security Regulations.

H. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

I. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information including, the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

J. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and any regulations promulgated thereunder and as amended from time to time.

K. "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under or pursuant to Section 13402 (h)(2) of the HITECH Act under ARRA.

L. "Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

M. "Security Rule" means the Standards for the security of Electronic Protected Health Information found at 45 CFR Parts 160 and 162, and Part 164, Subparts A and C. The application of Security provisions Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to Business Associate of Covered Entity in the same manner that such sections apply to the Covered Entity.

O. "Unsecured PHI" means PHI that is not secured, as defined in this section, through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.

2. Obligations and Activities of Business Associate.

- A. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as permitted or Required by Law, regulation, regulatory agency or by any accrediting body to whom Covered Entity or Business Associate may be required to disclose such PHI, provided such use or disclosure would also be permissible by law by Covered Entity.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards (“Safeguards”) that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the “Security Rule.”
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate agrees to report to Covered Entity by telephone call, and e-mail, web form, or fax, the discovery of any use or disclosure of the PHI not provided for by this Agreement, including Breaches of Unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, within forty-eight (48) hours of discovery of the Breach and/or Security Incident.
- E. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- F. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate will provide Covered Entity with the information requested in the electronic form and format requested by the Individual and/or Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed upon by Covered Entity and Business Associate.
- G. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall notify Covered Entity upon receipt of such request.
- H. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for the purposes of the Secretary determining compliance with the Privacy Rule and Security Rule.

- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- J. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 §C.F.R. 164.528.
- K. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a Breach of such information, notify Covered Entity by telephone call, and e-mail, web form, or fax, of such Breach within forty-eight (48) hours after discovery of the Breach and/or Security Incident. Such notice shall include: a) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such Breach; b) a brief description of what happened, including the date of the Breach and discovery of the Breach; c) a description of the type of Unsecured PHI that was involved in the Breach; d) a description of the investigation into the Breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by Business Associate related to the Breach; and f) contact information of the most knowledgeable individual for Covered Entity to contact relating to the Breach and its investigation into the Breach.
- L. To the extent the Business Associate is carrying out an obligation of the Covered Entity's under the Privacy Rule, the Business Associate must comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation.
- M. Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 45 C.F.R. §164.502(a)(5)(ii)(B)(2) applies.
- N. Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of Marketing under 45 C.F.R. §164.501, unless permitted by 45 C.F.R. §164.508(a)(3)(A)-(B).
- O. If applicable, Business Associate agrees that it will not use or disclose genetic information for underwriting purposes, as that term is defined in 45 C.F.R. § 164.502.
- P. Business Associate hereby agrees to comply with state laws and rules and regulations applicable to PHI and personal information it receives from Covered Entity during the term of the Agreement.
 - i. Business Associate agrees to: (a) implement and maintain appropriate physical, technical and administrative security measures for the protection of personal

information as required by any state law and rules and regulations; including, but not limited to: (i) encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly; (ii) prohibiting the transfer of personal information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any personal information to be transferred to a portable device; and (b) implement and maintain a Written Information Security Program as required by any state law as applicable.

- ii. The safeguards set forth in this Agreement shall apply equally to PHI, confidential and "personal information." Personal information means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

3. Permitted Uses and Disclosures by Business Associate.

- a. Except as otherwise limited to this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Arrangement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity required by 45 C.F.R. §164.514(d).
- b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are permitted or Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as permitted or Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504 (e)(2)(i)(B).

- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, provided that, to the extent permitted by the Service Arrangement, Business Associate may use or disclose PHI for Business Associate's Data Aggregation activities or proper management and administrative activities.

6. Term and Termination.

- a. The term of this Agreement shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- b. Upon a Party's knowledge of a material breach by the other Party, the non-breaching Party may either:
 - i. Provide an opportunity for the Party to cure the breach or end the violation and terminate this Agreement and the Service Arrangement if the Party does not cure the breach or end the violation within thirty (30) days of written notice or such breach or termination.
 - ii. Immediately terminate this Agreement and the Service arrangement if the Party has breached a material term of this Agreement and cure is not possible.

- c. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall ensure that its subcontractors or vendors return or destroy any of Covered Entity's PHI received from Business Associate.
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Such written notice must be provided to the Covered Entity no later than sixty (60) days prior to the expiration of this Agreement. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. This provision regarding written notification shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous.

- a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of HIPAA, the Privacy and Security Rules and HITECH.
- c. The respective rights and obligations of Business Associate under Section 6 (c) and (d) of this Agreement shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with HIPAA and HITECH.
- e. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- f. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.

- h. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- i. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- j. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Rhode Island, including all matters of construction, validity and performance.
- k. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other party as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- l. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.
- m. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, representatives or subcontractors against any and all claims or claims for damages arising under this Business Associate Agreement and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this Business Associate Agreement. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Business Associate, its employees, agents, representatives or subcontractors, under this Business Associate Agreement, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.

8. Acknowledgment.

The undersigned affirms that he/she is a duly authorized representative of the Business Associate for which he/she is signing and has the authority to execute this Addendum on behalf of the Business Associate.

Acknowledged and agreed to by:

STATE OF RHODE ISLAND:



ERIC J. BEANE, SECRETARY
EXECUTIVE OFFICE OF HEALTH AND
HUMAN SERVICES

RHODE ISLAND QUALITY INSTITUTE:



LAURA ADAMS
TITLE: PRESIDENT & CEO

Dated: 3/30/18

Dated: 2/22/18

